

Law Offices

One Logan Square  
18TH and Cherry Streets  
Philadelphia, PA  
19103-6996

215-988-2700  
215-988-2757 fax  
www.dbr.com

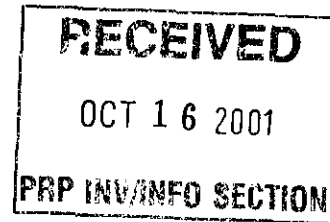
PHILADELPHIA  
WASHINGTON  
BIRWYN  
NEW YORK

DrinkerBiddle&Shanley LLP  
PRINCETON  
TORHAM PARK

October 15, 2001

**VIA HAND DELIVERY**

Ms. Carlyn Winter Prisk (3HS11)  
United States Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029



Re: **CERCLA 104(e) Submission of Information – Lower Darby Creek  
Area Superfund Site; Clearview Landfill, Folcroft Landfill, and  
Folcroft Landfill Annex**

Dear Ms. Prisk:

This letter responds to the United States Environmental Protection Agency's ("EPA") letter of August 31, 2001<sup>1</sup> to our client Wilbur C. Henderson, Jr. requesting information pertaining to the Folcroft Landfill as follows.

**WILBUR C. HENDERSON JR.'S PRELIMINARY RESPONSE TO REQUEST FOR  
INFORMATION: FOLCROFT LANDFILL**

**General Objections:**

Mr. Henderson asserts the following general objections to EPA's Requests for Information, including Enclosures A - F (the "Requests").

1. Mr. Henderson objects that the time allowed by the EPA to respond to the Requests is insufficient (initially 15 days, extended to 45 days), given the breadth of the questions and the extent of documents requested in Enclosure F. Accordingly, Mr. Henderson reserves the right to supplement this preliminary response at a later time in the event he secures further information responsive to the Requests.

2. Mr. Henderson objects to the Requests to the extent they are vague and/or overbroad and/or responding thereto would be oppressive, unduly burdensome or expensive and call for information not relevant to the Site.

3. Mr. Henderson objects to the Requests to the extent they seek information beyond the scope of information to which EPA is entitled under 104(e) of CERCLA.

<sup>1</sup> Mr. Henderson requested and received from EPA an additional thirty (30) days, to October 15, 2001, to provide a preliminary response to the CERCLA Section 104(e) request.

Ms. Carlyn Winter Prisk

October 15, 2001

Page 2

4. Mr. Henderson objects to the use of the terms "Site", "properties", "Folcroft Landfill", "Folcroft Landfill Annex", "Landfill", and "Annex" as no definitions containing boundaries or legal descriptions were provided with the Requests, and Enclosure A, which purports to include a map of the Site, does not contain such a map. *In responding to the Requests, Mr. Henderson will refer to the property he owned and transferred to the United States Government in 1980 (the "Site").*

5. Mr. Henderson objects to the Requests to the extent they seek information protected by the attorney-client privilege, work-product doctrine, and/or any other applicable privilege.

6. Mr. Henderson objects to the Requests to the extent they seek information not within Mr. Henderson's possession, custody or control.

7. Mr. Henderson objects to the Requests to the extent they fail to identify a relevant time period to which the Requests apply. For purposes of responding to the Requests and unless otherwise stated, Mr. Henderson's responses are based on events that took place and knowledge acquired during his ownership of the Site (1958 – 1980). Mr. Henderson's responses do not apply to activities that occurred and/or were not prevented while the United States Government owned the Site from 1980 to the present.

8. *Nothing contained in this Response shall constitute or be construed as an admission of liability or responsibility with respect to the Site and/or the Lower Darby Creek Area. Additionally, nothing contained herein shall constitute or be construed as a waiver of Mr. Henderson's rights with respect to any future allegations of liability concerning the Site or the Lower Darby Creek Area.*

### **Specific Responses**

1. *On what date did landfilling or disposal activity begin at the Folcroft Landfill ("Landfill")? On what date did it end?*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, in or about May 1961, Mr. Henderson leased the Site to the Landfill Corporation of Pennsylvania, Inc. (777 Robinhood Road, Rosemont, PA). Mr. Henderson is unaware of how the Site was used during the term of the lease, which ended on April 30, 1963. Mr. Henderson cannot locate the written lease entered into with the Landfill Corporation of Pennsylvania, Inc.

On April 22, 1963, Mr. Henderson leased the Site to the Folcroft Landfill Corporation (Calcon Hook Road, Folcroft, PA) for three hundred dollars (\$300) a month plus a percentage of gross receipts received by the Lessee from the City of Philadelphia or

Ms. Carlyn Winter Prisk  
October 15, 2001  
Page 3

from a contract hauler for the City of Philadelphia. To the best of Mr. Henderson's knowledge, no waste from the City of Philadelphia was delivered to or disposed at the Site. The term of the lease commenced on May 1, 1963. In or about 1967, the parties amended the lease whereby the tenant agreed to pay Mr. Henderson six hundred dollars (\$600) per month. On information and belief, the Folcroft Landfill Corporation used the Site as a sanitary landfill as defined by the United States Public Health Service for the disposal of non-hazardous household trash during the term of its lease, which ended on April 30, 1974.

According to a November 1979 Environmental Evaluation report authored by SMC-Martin contained in Appendix C hereto, the Commonwealth Court of Pennsylvania ordered the cessation of operations at the Site on or about August 29, 1973. Mr. Henderson is not aware of the precise dates on which the aforementioned landfill operations began or ended at the Site. However, on information and belief, the Site was closed as a landfill and closure operations began in the Spring of 1974. The November 1979 SMC-Martin report also states that the Pennsylvania Department of Environmental Resources ("DER"), now the Pennsylvania Department of Environmental Protection, issued a letter indicating satisfactory closure of the landfill on October 27, 1977.

Upon information and belief, no landfilling or disposal occurred at the Site from 1974 until 1980, when Mr. Henderson sold the Site to the United States Government. Mr. Henderson has no information as to the activities conducted by the United States Government with respect to the Site after 1980.

Documents memorializing the aforementioned sale and lease activities are contained in Appendix A hereto.

2. *On what date did landfilling or disposal activity begin at the Folcroft Landfill Annex ("Annex")? On what date did it end?*

**Response:** See General Objections. Mr. Henderson further objects to the Request to the extent the term "Folcroft Landfill Annex" is undefined and, as such, Mr. Henderson cannot state if and when landfilling or disposal activity occurred on that property. Subject to and without waiver of the foregoing objections, Mr. Henderson reserves his right to supplement this response when he receives an adequate description of the Folcroft Landfill Annex. In the event the Folcroft Landfill Annex is part of the Site, as defined above, see Response to Request 1.

3. *Provide a description of any business operations on the properties at the time you purchased the properties.*

Ms. Carlyn Winter Prisk  
October 15, 2001  
Page 4

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson acquired the separate parcels of property which makeup the Site in or about 1958. No businesses operated on the Site at the time of purchase, however, on information and belief, the land had been used for farming in the past.

4. *In what years were you personally involved in the operation of the Landfill and/or the Annex.*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson was not involved in the operation of the Site.

By way of further answer, the enclosed April 22, 1963 lease between Mr. Henderson and the Folcroft Landfill Corporation states, in part, that the tenant was responsible for obtaining all permits required to use the Site as a sanitary landfill, and that the tenant promised and agreed to use the property in accordance with the Federal, state, and local statutes, ordinances, rules and regulations. Additionally, the tenant agreed to comply with the requirements of the public authorities and with the terms of any state or Federal statutes or local ordinances or regulations applicable to the tenant and use of the Site. Mr. Henderson also required the tenant to hold him harmless for tenant's breach of that warranty.

5. *Provide all documents relating to the operation of the Landfill and/or Annex, including but not limited to the following: Receipts, Weight tickets, Invoices, Dump Logs, Waste Manifests, Bills of Lading, Purchase Orders, and Correspondence between you and any other party related to the operation of the Landfill and/or Annex or disposal of waste at the Landfill and/or Annex.*

**Response:** See General Objections. Mr. Henderson further objects to the Request to the extent it seeks information beyond that to which EPA is entitled under 104(e), and not within Mr. Henderson's possession, custody or control. Subject to and without waiver of the foregoing objections, Mr. Henderson was not involved in the operation of the Site and, thus, does not possess and never possessed or controlled "Receipts, Weight tickets, Invoices, Dump Logs, Waste Manifests, Bills of Lading, Purchase Orders" relating to the operation of the Site. Indeed, the November 1979 SMC-Martin Environmental Evaluation of the Site, states "no records of the landfill operator are known to exist." For documents responsive to this Request, see Appendices A, C and D hereto.

6. *Provide a list, including names and addresses, of all waste haulers, companies, individuals, or any other entity that transported and disposed of any type of*

Ms. Carlyn Winter Prisk

October 15, 2001

Page 5

*waste at the Landfill and/or Annex. Please specify the year(s) in which each waste hauler, company, or individual transported and disposed of waste at the landfill and/or Annex.*

**Response:** See General Objections. Mr. Henderson further objects to the Request to the extent it seeks information not within Mr. Henderson's possession, custody or control. Subject to and without waiver of the foregoing objections, Mr. Henderson is not aware of any waste haulers, companies, individuals or any other entity that transported and disposed of waste at the Site.

*7. What arrangements did each waste hauler, company, individual or any other entity, make with you prior to transportation and disposal of waste at the Landfill and/or Annex? If disposal was permitted pursuant to a written contract, provide a copy of any contracts or agreements.*

**Response:** See General Objections. Mr. Henderson further objects to the Request to the extent it seeks information not within Mr. Henderson's possession, custody or control. Subject to and without waiver of the foregoing objections, Mr. Henderson did not enter into any arrangements with any waste haulers, companies, individuals or any other entities for the transport and/or disposal of waste at the Site. Additionally, Mr. Henderson has no written contracts or agreements requested by this Request beyond the April 22, 1963 lease agreement contained in Appendix A hereto.

*8. Identify all companies, persons, municipalities, or other entities whose wastes were disposed of at the Landfill and/or Annex, including information regarding the following:*

(a) *Location and address of each company, person, municipality, or other entity who sent waste to the Landfill and/or Annex, including the person within each company with whom you dealt;*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson has no first hand knowledge of the identities, locations or addresses of any companies, persons, municipalities or other entities whose wastes may have been disposed at the Site. Mr. Henderson did not engage in business relations with anyone within such entities.

By way of further answer, the November 1979 Environmental Evaluation authored by SMC-Martin cited a 1969 report by the DER that states the Site "received solid refuse, ashes, and demolition wastes from ten municipalities as well as from the Philadelphia Naval Yard, the Boeing Vertol Company and the American Viscose

Ms. Carlyn Winter Prisk

October 15, 2001

Page 6

Company." Upon information and belief, the municipalities included the Borough of Folcroft, Sharon Hill Township, Tinicum Township, Darby Township and Darby Borough, and may have included the Towns of Collingdale, Norwood, Glenolden, and Prospect Park. Additionally, the SMC-Martin report states that ash from the Delaware County Incinerator and sludge from the Delaware County Sewage Treatment may have been deposited at the Site.

(b) *Shipping records pertaining to such waste sent by each company, person, municipality, or other entity, including but not limited to invoices, bills of lading, weight tickets, and purchase orders;*

**Response:** See General Objections. Additionally, Mr. Henderson objects to the Request to the extent it seeks information beyond that to which EPA is entitled under 104(e) and information not within Mr. Henderson's possession, custody or control. Subject to and without waiver of the foregoing objections, Mr. Henderson does not possess any shipping records.

(c) *The types and quantity of the waste sent to the Landfill and/or Annex by each company, person, municipality, or other entity;*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson is not aware of the specific types and quantities of waste that may have been sent to the Site. By way of further answer, the November 1979 SMC-Martin report states that the waste disposed at the Site was principally non-hazardous household trash from the municipalities, and commencing in 1968, ash from the Delaware County Incinerator. Additionally, documents produced herewith suggest that only solid fill, lumber and rubbish were to have been disposed at the Site.

The November 1979 SMC-Martin report also states that in or about February 1979 a sewer line was installed at the northern edge of the Site, and the superintendent of the installation observed that the fill at the Site consisted primarily of municipal refuse and did not contain any chemical waste or drums.

(d) *The state (i.e., liquid, solid, or gaseous) of the wastes sent by each company, person, municipality, or other entity to the Landfill and/or Annex; and*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson is not aware of the specific states of the waste that may have been sent to the Site. By way of further answer, the November 1979 SMC-Martin report states that the waste disposed at the Site was principally non-hazardous household trash from the surrounding municipalities, and commencing in 1968, ash from

Ms. Carlyn Winter Prisk

October 15, 2001

Page 7

the Delaware County Incinerator. Additionally, the November 1979 SMC-Martin report states that a 1969 DER evaluation found that no liquid industrial waste or septic tank pumpings were accepted at the Site.

(e) *The form in which each company's, person's, municipality's, or other entity's wastes arrived at the Landfill and/or Annex (i.e. drummed, compacted, un-compacted).*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson is not aware of the specific form of all waste sent to the Site. It is Mr. Henderson's understanding that uncompacted non-hazardous household trash was disposed at the Site.

9. *Provide a list of all former employees and the position each held at the Landfill and/or Annex. The list should also include the complete name and last known address and phone number of each employee.*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson is not aware of all former employees who worked at the Site, and possesses only the following information: Robert R. Buckley was the President and Gustave D. Mylish was the Secretary of the Landfill Corporation of Pennsylvania, Inc.; and Bernard McNichol and Edward Mullen were the President and Treasurer, respectively, of the Folcroft Landfill Corporation. Also on information and belief, Edward Mullen left Folcroft Landfill Corporation and joined Waste Management, Inc. and Bernard McNichol died in or before 1980.

10. *Identify all persons directly involved in overseeing activities at the Landfill and/or Annex, including employees who have knowledge, information or documents about landfill operations.*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, see Response to Request 9.

11. *Provide a description of the method of waste disposal (e.g., whether the waste was compacted or crushed prior to disposal), the thickness of waste deposited, and the amount of clean cover on top of the waste.*

**Response:** See General Objections. Mr. Henderson further objects to the extent the Request is vague and ambiguous and can be read to seek information beyond the scope of CERCLA 104(e). Subject to and without waiver of the foregoing objections, see Response to No. 8. Additionally, on the few occasions that Mr. Henderson visited the

Ms. Carlyn Winter Prisk

October 15, 2001

Page 8

Site, he noted that trash came into the Site uncompacted and was piled on top of existing trash. The tenants of the Site would then bulldoze the trash and place earthen cover over the part that had been leveled. By way of further answer, the November 1979 SMC-Martin Revegetation report states that additional cover between 2 to 10 feet thick was placed over the Site as part of the closure activities conducted in 1974.

The leases Mr. Henderson entered into permitted the tenants to place trash onsite up to six feet (6') above the mean high level watermark. According to the 1979 SMC-Martin report, in or about 1970, the Army Corps. of Engineers issued a directive ordering the residing tenant to reduce the trash level to the mean high level watermark.

*12. Describe the waste disposed of at the Landfill and/or Annex during its operation as a landfill.*

(a) *The types and quantity of the waste sent to the Landfill and/or Annex;*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, see Response to Request 8.c.

(b) *The state (i.e., liquid, solid, or gaseous) of the wastes sent to the Landfill and/or Annex;*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, see Response to Request 8.d.

(c) *The manner in which the wastes were stored or disposed (i.e., drummed or uncontained, placed in lagoons; land-filled, placed in piles, etc.);*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, see Responses to Requests 8.e. and 11. Additionally, on information and belief, no lagoons existed at the Site.

(d) *a description of what the Landfill and/or Annex would do with the waste once received.*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, see Responses to Requests 8.e. and 11.

*13. Describe the nature of your activities or business at the Landfill and/or Annex, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Landfill and/or Annex.*

Ms. Carlyn Winter Prisk  
October 15, 2001  
Page 9

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, see Response to Request 4. By way of further answer, on information and belief, no hazardous substances were purchased, received, processed, stored, treated, disposed or otherwise handled at the Site.

*14. Provide the names, addresses, and telephone numbers of all persons responsible for the financial record keeping for the Landfill and/or Annex during its operation.*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson has no information responsive to this Request.

*15. Provide copies of boring logs, geologic reports, well logs, well locations, soil samples, and all sampling data including sampling locations of all such samples for the Landfill and/or Annex.*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, see Appendix B.

*16. Did you or any person or entity on your behalf ever conduct any environmental assessments or investigations relating to contamination at the Landfill and/or Annex or any other areas of the Site? If so, please provide all documents pertaining to such assessments or investigations.*

**Response:** See General Objections. Mr. Henderson further objects to the extent the Request calls for information protected by the attorney-client, work-product or any other applicable privilege. Subject to and without waiver of the foregoing objections, Mr. Henderson has not performed any environmental assessments or investigations at those portions of the Lower Darby Creek Area that are not part of the Site. As to the Site, SMC-Martin was contracted to evaluate the environmental condition of the Site prior to its sale to the United States Government in 1980. SMC-Martin authored two November 1979 reports concerning the environmental condition of the Site that are contained in Appendix B. The reports found that the Site was not causing any environmental problems, and both reports were shared with the United States prior to the sale. Written comments by the United States to the November 1979 SMC-Martin Environmental Investigation are contained in Appendix B hereto. The DER likely conducted environmental assessments and/or investigations of the Site as the SMC-Martin Environmental Investigation states that it issued a letter indicating the satisfactory closure of the Site on or about October 27, 1977.

Ms. Carlyn Winter Prisk

October 15, 2001

Page 10

*17. Provide any correspondence or documents between you or any other person and any regulatory agencies regarding the Landfill and/or Annex or any substances disposed of at the Landfill and/or Annex.*

**Response:** See General Objections. Mr. Henderson further objects to the extent the Request calls for information protected by the attorney-client, work-product or any other applicable privilege, and information not within Mr. Henderson's possession, custody or control. Subject to and without waiver of the foregoing objections, see Appendix C.

*18. Provide any correspondence or documents between you or any other person and any third party regarding the operation of the Landfill and/or annex or any substances disposed of at the Landfill and/or Annex.*

**Response:** See General Objections. Mr. Henderson further objects to the extent the Request calls for information protected by the attorney-client, work-product or any other applicable privilege, and information not within Mr. Henderson's possession, custody or control. Subject to and without waiver of the foregoing objections, see Appendix D.

*19. Did you or any other company or individual ever spill or cause a release of any chemicals, hazardous substances, and/or hazardous waste, and/or non-hazardous solid waste on any portion of the Landfill and/or Annex? If so, identify the following:*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson did not spill or cause a release of any chemicals, hazardous substances, and/or hazardous waste, and/or non-hazardous solid waste at the Site. Mr. Henderson is not aware of any other company or individual ever spilling or causing a release of any chemical, hazardous substance and/or hazardous waste at the Site during his ownership of the Site. Indeed, a November 21, 1979 letter from the environmental consultant SMC-Martin, enclosed herewith, states that the "the closed landfill is not causing any environmental problems." See Appendix B. As stated above, it is Mr. Henderson's understanding that tenants of the Site used the Site to dispose of non-hazardous household trash from various municipalities. By way of further answer, the United States Government would have information concerning all spills and releases of chemicals, hazardous substances, and/or hazardous waste, and/or non-hazardous solid waste that may have occurred at the Site during its ownership from 1980 to the present.

(a) *The date(s) the spill(s) occurred;*

**Response:** N/A

Ms. Carlyn Winter Prisk  
October 15, 2001  
Page 11

(b) *The composition (i.e., chemical analysis) of the materials which were spilled/released;*

**Response:** N/A

(c) *The response made by you or on your behalf with respect to the spill(s)/release(s); and*

**Response:** N/A

(d) *The packaging, transportation, and final disposition of the materials which were spilled/released.*

**Response:** N/A

20. *Describe in detail what steps were taken to close the landfill after it ceased operations.*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson has no information sought by this Request independent of the SMC-Martin reports contained in Appendix B.

21. *What was your role in the Folcroft Landfill Corporation? What is your current role in that company?*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson never had a role in the Folcroft Landfill Corporation. As stated above, the Folcroft Landfill Corporation was Mr. Henderson's tenant at the Site.

22. *What is the current address, phone number, and business activity of the Folcroft Landfill Corporation?*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson does not possess information responsive to this Request.

23. *If you have any information about other parties who may have information which may assist the EPA in its investigation of the Site, including Clearview Landfill, and the Landfill and/or Annex, or who may be responsible for the generation of, transportation to, or release of contamination at the Site, please provide such*

Ms. Carlyn Winter Prisk

October 15, 2001

Page 12

*information. The information you provide in response to this request should include the party's name, address, telephone number, type of business, and the reasons why you believe the party may have contributed to the contamination at the Site or may have information regarding the Site.*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, upon information and belief, Richard Heller and his father likely have information responsive to this Request as they operated the Clearview Landfill as various times in the past. Mr. Henderson does not possess any contact information for Richard Heller or his father. Additionally, employees and/or agents of the United States Department of the Interior Fish and Wildlife Service, including but not limited to Paul Saulnier, Richard Marchelleta, Richard E. Griffith, Harvey F. Warner, Walter Peer, Robert Miller, likely have information responsive to this Request as the Department engaged in 8 years of negotiations with and eventually purchased the Site from Mr. Henderson. By way of further answer, in addition to the individuals identified above, see the individuals identified in Appendices A – D.

*24. Identify the person(s) answering these questions, including full name, mailing address, business telephone number, and relationship to you.*

**Response:** See General Objections. Mr. Henderson further objects to the Request to the extent it calls for information protected by the attorney-client, work-product or any other applicable privilege. Subject to and without waiver of the foregoing objections, Wilbur C. Henderson, Jr., Post Office Box 519, Folcroft, PA, 19032, provided the information contained herein and the undersigned helped draft the responses to the Requests.

*25. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:*

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, with the exception of the lease agreement Mr. Henderson entered into with the Landfill Corporation of Pennsylvania, Inc., which Mr. Henderson cannot find but is attempting to locate, Mr. Henderson is not aware of any documents that had been in his possession, custody or control responsive to the Requests that are no longer available.

*(a.) Your document retention policy;*

Ms. Carlyn Winter Prisk  
October 15, 2001  
Page 13

**Response:** See General Objections. Subject to and without waiver of the foregoing objections, Mr. Henderson does not have a document retention policy.

*(b.) A description of how the records were/are destroyed (burned, archived, trashed, etc.) and the approximate date of destruction;*

**Response:** N/A

*(c.) A description of the type of information that would have been contained in the documents; and*

**Response:** N/A

*(d.) The name, job title, and most current address known to you of the person(s) who would have produced these documents; the person(s) who would have been responsible for the retention of these documents; and the person(s) who would have been responsible for the destruction of these documents.*

**Response:** N/A

Very truly yours,

A handwritten signature in black ink, appearing to read 'David J. Brooman', followed by a horizontal line extending to the right.

David J. Brooman  
Andrew L. Zivitz

DJB/nb

Enc.

cc: Larry S. Miller (w/o enc.)  
Wilbur C. Henderson, Jr. (w/o enc.)

## **APPENDICES**

Appendix A Documents Bates Numbered WH 0001 - WH 0036

Appendix B Documents Bates Numbered WH 0037 - WH 0093

Appendix C Documents Bates Numbered WH 0094 - WH 0097

Appendix D Documents Bates Numbered WH 0098 - WH 0114

A

LEASE AGREEMENT  
-----

THIS AGREEMENT made this 22nd day of April A. D. 1963, by and between WILBUR C. HENDERSON, JR. (hereinafter called "Lessor") and FOLCROFT LANDFILL CORP., a Pennsylvania Corporation, (hereinafter called "Lessee"),

WITNESSETH THAT:

1. Lessor does hereby devise and let unto Lessee all that certain lot or piece of ground situate in the Borough of Folcroft, County of Delaware, State of Pennsylvania, bordering on Darby Creek and hereinafter more particularly described and indicated with yellow crayon in Exhibit A, attached hereto and made part hereof, to be used and occupied as a sanitary landfill area as defined by the United States Public Health Service and for no other purpose, for the term of five years, beginning the first day of May, 1963, and ending April 30, 1968, for the minimum rental of Eighteen thousand (\$18,000) Dollars, lawful money of the United States, payable in monthly installments in advance during the said term of this lease, or any renewal thereof, in sums of Three Hundred (\$300) Dollars on the first day of each month, rent to begin from the first day of May, 1963, the first installment to be paid at the time of the signing of this lease. In addition to the foregoing rental, Lessee promises and agrees to pay the Lessor a percentage of gross receipts received by Lessee from the City of Philadelphia or from a contract hauler for the City of Philadelphia for the privilege and use of the demised premises for sanitary landfill purposes. The percentages to be paid to the Lessor as additional rent are as follows:

5% of the first Twenty-five thousand (\$25,000) Dollars;

15% of the amounts over Twenty-five thousand (\$25,000) Dollars up to One Hundred thousand (\$100,000) Dollars;

20% of the amounts over One Hundred thousand (\$100,000) Dollars up to Two Hundred thousand (\$200,000) Dollars; and

25% of all said gross receipts over Two Hundred Thousand (\$200,000) Dollars.

This additional rent shall be paid to Lessor monthly as the funds are received by the Lessee. All rents are payable at 545 Commerce Drive, Yeadon, Pennsylvania, or at such other place as Lessor may, from time to time, designate by notice in writing.

2. All permits from any governmental authority or agency required to use this land for a sanitary landfill shall be obtained by and at the expense of the Lessee.

3. The Lessee promises and agrees that the demised premises will only be used as a sanitary landfill area as defined by U. S. Public Health Service and in accordance with the Federal, state, and local statutes, ordinances, rules and regulations and Lessee will from time to time, as often as is necessary, employ a professional exterminating firm to control and minimize rat infestation, or will do this work themselves under the supervision of a professional sanitary engineer.

4. Lessee promises and agrees that it will fill the demised premises as quickly as possible and that the height of the said landfill shall not be higher than six feet above the mean highwater of Darby Creek for a distance of thirty feet to fifty feet therefrom and that the remainder of the premises will not be filled to a height exceeding the grade at the intersection of Maple Avenue and Ashland Avenue.

5. The Lessee agrees that it will permit the Lessor or his nominee to work in the completely filled area along the creek lines for the purpose of erecting bulkheads and making general land improvements.

6. Lessee covenants and agrees that it will without demand:

(a) Pay the rent and all other charges herein reserved as rent on the days and times and at the places that the same are made payable without fail and if Lessor shall at any time or times accept said rent or rent charges after the payment shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions or constitute a waiver of any of Lessor's rights.

(b) Comply with any requirements of any of the constituted public authorities and with the terms of any state or Federal statutes or local ordinances or regulations applicable to Lessee or its use of the demised premises and save Lessor harmless from penalties, fines, costs of damages resulting from failure so to do.

(c) Peaceably deliver up and surrender possession of demised premises to the Lessor at the expiration or sooner termination of this lease.

7. Lessee covenants and agrees that it will not without first having obtained consent in writing of Lessor, assign, mortgage, or pledge this lease or underlet or sublet the demised premises or any part thereof.

8. Lessee agrees to be responsible for and to relieve and hereby relieves the Lessor from all liability by reason of any injury or damage to any person or property on the demised premises whether belonging to the Lessee or any other person, which may arise from or be due to the use, misuse, or abuse of the demised land or equipment and the Lessee does further agree that it will carry public liability insurance in a company satisfactory to the Lessor and that a Rider attached to the said public liability insurance policy shall name the Lessor as the owner of the demised premises and acknowledging the contractual liability under this lease. Lessee shall

also carry Workmen's Compensation Insurance on all employees.

9. In the event that the premises demised, or any part thereof, is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the demised premises, and it is agreed that the Lessee shall not be entitled to any notice whatsoever of the partial or complete termination of this lease by reason of the aforesaid.

10. Lessor agrees that during the term of this lease, or any renewal thereof, he will not lease any land owned by him, or owned by a corporation owned by him in the Borough of Folcroft, Delaware County, Pennsylvania, to be used for sanitary landfill purposes, except to Lessee or its nominee.

11. All notices and written requests required to be given by Lessor to Lessee shall be sufficiently given by mailing a registered mail letter addressed to the Lessee at \_\_\_\_\_ and by the Lessee to Lessor by registered mail letter addressed to the Lessor at 545 Commerce Drive, Yeadon, Pennsylvania.

12. If the Lessee

(a) Does not pay in full when due any and all installments of rent, and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent and/or any other charge, expense or cost herein agreed to be paid by the Lessor, or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

(d) Makes an assignment for the benefit of creditors, or is adjudicated a bankrupt, or a receiver is appointed for the Lessee or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by <sup>or against</sup> Lessee or if the real or personal property of the Lessee shall be levied upon by any Sheriff, Marshal or Constable, and said levy shall not be removed within five days,

Then and in any or either of said events, there shall be deemed to be a breach of this lease, and thereupon inso fact and without entry or other action by Lessor;

(a) The rent for the entire unexpired balance of the term of this lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by the Lessee, or at the option of Lessor any part thereof, and also all costs and officers' commissions including watchmen's wages and further including the five per cent chargeable by Act of Assembly to the Lessor shall, in addition to any and all installments of rent already due and payable and in arrears and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charge, expense or cost herein agreed to be paid by the Lessee which may be due and payable and in arrears, be taken to be due and payable and in arrears as if by the terms and provisions of this lease, the whole balance of unpaid rent and other charges, payments, costs and expenses were on that date payable in advance; and if this lease or any part thereof is assigned,

or if the premises or any part thereof is sublet, Lessee hereby irrevocably constitutes and appoints Lessor Lessee's agent to collect the rents due by such assignee or sublessee and apply the same to the rent due hereunder without in any way affecting Lessee's obligation to pay any unpaid balance of rent due hereunder; or in the event of any of the foregoing at any time at the option of Lessor;

(b) This lease and the term hereby created shall determine and become absolutely void without any rights on the part of the Lessee to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; whereupon Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair rental value of the said demised premises, for the residue of said term.

15. In the event of any default as above set forth the Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a) May without notice or demand enter the demised premises, without liability to action for prosecution or damages for such entry or for the manner thereof, for the purpose of distraining or levying and for any other purposes, and take possession of and sell all goods and chattels at auction, on three days' notice served in person on the Lessee, or left on the premises, and pay the said Lessor out of the proceeds, and even if the rent be not due and unpaid, should the Lessee at any time remove or attempt to remove goods and chattels from the premises without leaving enough thereon to meet the next periodical payment, Lessee authorizes the Lessor to follow for a period of ninety days after such removal, take possession of and sell at auction, upon like notice sufficient of such goods to meet the proportion of rent accrued at the time of such removal;

and the Lessee hereby releases and discharges the Lessor, and his agents from all claims, actions, suits, damages and penalties, for or by reason or on account of any entry, distraint, levy, appraisement or sale; and/or

(b) May enter the premises, and without demand proceed by distress and sale of the goods there found to levy the rent and/or other charges herein payable as rent, and all costs and officers' commissions, including watchmen's wages and sums chargeable to Lessor, and further including a sum equal to 5% of the amount of the levy as commissions to the constable or other person making the levy, shall be paid by the Lessee, and in such case all costs, officers' commissions and other charges shall immediately attach and become part of the claim of Lessor for rent, and any tender of rent without said costs, commission and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of the Lessor. Lessee hereby waives expressly in favor of Lessor the benefit of all laws now made or which may hereafter be made regarding any limitation as to the goods upon which, or the time within which, distress is to be made after removal of goods, and further relieves the Lessor of the obligations of proving or identifying such goods, it being the purpose and intent of this provision that all goods of Lessee, whether upon the demised premises or not, shall be liable to distress for rent. Lessee waives in favor of Lessor all rights under the Act of Assembly of April 6, 1951, P. L. 69, and all supplements and amendments thereto that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five days from said distraint without any appraisement and/or condemnation thereof.

The lessee further waives the right to issue a Writ of Replevin under the Pennsylvania Rules of Civil Procedure, No. 1071 &c. and Laws of the Commonwealth of Pennsylvania, or under any other law

previously enacted and now in force, or which may be hereafter enacted, for the recovery of any articles seized under a distress for rent or levy upon an execution for rent, damages or otherwise; all waivers hereinbefore mentioned are hereby extended to apply to any such action; and/or

(c) May lease said premises or any part or parts thereof to such person or persons as may in Lessor's discretion seem best and the Lessee shall be liable for any loss of rent for the balance of the then current term.

If rent and/or charges hereby reserved as rent shall remain unpaid on any day when the same ought to be paid Lessee hereby empowers any Prothonotary or attorney of any court of record to appear for Lessee in any and all actions which may be brought for rent and/or the charges, payments, costs and expenses reserved as rent, or agreed to be paid by the Lessee and/or to sign for Lessee an agreement for entering in any competent Court an amicable action or actions for the recovery of rent or other charges or expenses, and in said suits or in said amicable action or actions to confess judgment against Lessee for all or any part of the rent specified in this lease and then unpaid including, at Lessor's option, the rent for the entire unexpired balance of the term of this lease and/or other charges, payments, costs and expenses reserved as rent or agreed to be paid by the lessee, and for interest and costs together with an attorney's commissions of 5%. Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said rent and/or other charges reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this lease.

When this lease shall be determined by condition broken, either

during the original term of this lease or any renewal or extension thereof, and also when and as soon as the term hereby created or any extension thereof shall have expired, it shall be lawful for any attorney as attorney for Lessee to file an agreement for entering in any competent Court an amicable action and judgment in ejection against lessee and all persons claiming under Lessee for the recovery by Lessor of possession of the herein demised premises, for which this lease shall be his sufficient warrant, whereupon, if Lessor so desires, a writ of habere facias possessionem may issue forthwith, without any prior writ or proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as hereinbefore set forth, to bring one or more amicable action or actions as hereinbefore set forth to recover possession of the said premises.

In any amicable action of ejectment and or for rent in arrears, Lessor shall first cause to be filed in such action an affidavit made by him or someone acting for him setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding.

Lessee expressly agrees that any judgment, order or decree entered against it by or in any Court or Magistrate by virtue of the powers of attorney contained in this lease, or otherwise, shall be final, and that it will not take an appeal, certiorari, writ of error, exception or objection to the same, or file a motion or rule to strike

off or open or to stay execution of the same, and releases to Lessor and to any and all attorneys who may appear for Lessee all errors in the said proceedings, and all liability therefor. Lessee expressly waives the benefits of all laws, now or hereafter in force, exempting any goods on the demised premises, or elsewhere from distraint, levy or sale in any legal proceedings taken by the Lessor to enforce any rights under this lease. Lessee further waives the right of inquisition on any real estate that may be levied upon to collect any amount which may become due under the terms and conditions of this lease, and does hereby voluntarily condemn the same and authorizes the Prothonotary to enter a fieri facias or other process upon Lessee's voluntary condemnation, and further agrees that the said real estate may be sold on a fieri facias or other process. If proceedings shall be commenced by Lessor to recover possession under the Acts of Assembly, either at the end of the term or sooner termination of this lease, or for nonpayment of rent or for any other reason, Lessee specifically waives the right to the three months' notice and/or the fifteen or thirty days' notice required by the Act of April 6, 1901, P. L. 69, and agrees that five days' notice shall be sufficient in either or any such case.

The right to enter judgment against Lessee and to enforce all of the other provisions of this lease hereinabove provided for may, at the option of any assignee of this lease, be exercised by any assignee of the Lessor's right, title and interest in this lease in his, her, or their own name, notwithstanding the fact that any or all assignments of the said right, title and interest may not be executed and/or witnessed in accordance with the Act of Assembly of May 28, 1719, 1 Sm. L. 99, and all supplements and amendments thereto that have been or may hereafter be passed and Lessee hereby expressly waives the requirements of said Act of Assembly and any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering of the premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time or which, under the terms hereof, would in the future become due as if there has been no determination, or for sums due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

14. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties.

15. No rights, however, shall inure to the benefit of any assignee of Lessee or receiver or trustee in bankruptcy unless the assignment has been approved by Lessor in writing.

16. After Lessee has filled in the ground leased under this prime lease and the additional leases to the maximum height allowed or permitted by this Agreement, Lessee will release the land to the Lessor and Lessor shall have the right to use said land for any purpose provided such use does not interfere with Lessee's landfill operations. It is understood that Lessee's obligation to pay rent as provided in this prime lease and the additional leases shall in no way be affected by Lessee's releasing such land to the Lessor.

17. In order to cover the fill deposited by Lessee on the demised premises, Lessee may, if no other cover material is available, obtain such cover material from other portions of this tract owned by Henderson but not included in this lease.

18. It is hereby mutually agreed that either party hereto may determine this lease at the end of said term by giving to the other party written notice thereof at least 180 days prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the terms hereof as are herein contained for a further period of one year, and so on from year to year, unless or until terminated by either party hereto giving such notice as herein stated.

19. Lessor agrees that during the term of this lease, or any renewal thereof, he will lease to Lessee upon Lessee's request any land owned by him or owned by a corporation owned by him, shown on the attached Exhibit A which the Borough of Folcroft may later authorize for use as a sanitary landfill operation to the Lessee for a period co-extensive with the term of this lease.

20. If the Borough of Folcroft shall terminate Lessee's permit to operate a sanitary landfill operation on these premises, this lease may be terminated by Lessee giving three months' notice to the Lessor of its intention to terminate the lease because of the action of the Borough.

21. If the local governmental authorities and Lessor desire to exchange land owned by the local governmental authorities for land covered by this lease, Lessee agrees upon request to release such land from the term of this lease.

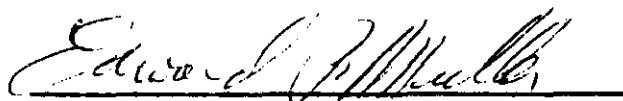
IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written and intend to be legally bound thereby.

 (SEAL)  
Wilbur C. Henderson, Jr.

FOLCROFT LANDFILL CORP.

By 

Attest:

 (CORPORATE SEAL)

LEASE AGREEMENT

LAW OFFICES  
GEORGE O. PHILIPS  
FRANCIS X. QUINN

804 FIDELITY-PHILADELPHIA TRUST BUILDING  
123 SOUTH BROAD STREET  
PHILADELPHIA 9

WH-0014

AMENDMENT OF LEASE

THIS AGREEMENT made this            day of  
1967, by and between WILBUR C. HENDERSON, JR., (hereinafter  
called "Lessor") and FOLCROFT LANDFILL CORP., a Pennsylvania  
Corporation, (hereinafter called "Lessee").

WITNESSETH THAT:

WHEREAS, Lessor did lease to Lessee, by lease dated  
April 22, 1963, a certain lot or piece of ground situate in  
the Borough of Folcroft, County of Delaware and State of Penn-  
sylvania, bordering on Darby Creek, and

WHEREAS, they now desire to amend that lease in part  
and confirm all other parts, it is now agreed

1. That from and after January 1, 1967 the monthly  
rental shall be increased from \$300.00 a month to \$600.00 a  
month and in consideration thereof Paragraph One of the said  
Lease Agreement shall be amended to read as follows:

Lessor does hereby devise and let unto Lease all  
that certain lot or piece of ground situate in the Borough of  
Folcroft, County of Delaware, State of Pennsylvania, bordering  
on Darby Creek and hereinafter more particularly described and  
indicated with yellow crayon in Exhibit A, attached hereto and  
made part hereof, to be used and occupied as a sanitary landfill  
area as defined by the United States Public Health Service and  
for no other purpose, for the term of five years, beginning the

first day of May, 1963 and ending April 30, 1968, for the minimum rental of Twenty One Thousand Nine Hundred Dollars (\$21,900.00), lawful money of the United States, payable in monthly installments in advance during the term of this lease or any renewal thereof as follows:

(a) May 1, 1963 to December 31, 1966 , \$300.00 per month;

(b) January 1, 1967 to April 30, 1968, \$600.00 per month .

the first installment to be paid at the time of the signing of this lease. In addition to the foregoing rental, Lessee promises and agrees to pay the Lessor a percentage of gross receipts received by Lessee from the City of Philadelphia or from a contract hauler for the City of Philadelphia for the privilege and use of the demised premises for sanitary landfill purposes. The percentages to be paid to the Lessor as additional rent are as follows:

- 5% of the first Twenty-five thousand (\$25,000.00) Dollars
- 15% of the amounts over Twenty-five thousand (\$25,000.00) Dollars up to One Hundred thousand (\$100,000.00) Dollars;
- 20% of the amounts over One Hundred thousand (\$100,000.00) Dollars up to Two Hundred thousand (\$200,000.00) Dollars; and
- 25% of all said gross receipts over Two Hundred Thousand (\$200,000.00) Dollars.

This additional rent shall be paid to Lessor monthly as the funds are received by the Lessee. All rents are payable at 545 Commerce Drive, Yeadon, Pennsylvania, or at such other place as Lessor may, from time to time, designate by notice in writing.

2. That in consideration of the increased rental

Paragraph Eighteen is amended as follows:

It is hereby mutually agreed that either party hereto may determine this lease at the end of the said term by giving to the other party written notice at least 180 days prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the terms hereof as are herein contained for a further period of five (5) years and thereafter an additional period of one (1) year and so on from year to year unless terminated by either party giving notice as herein stated.

3. That in all other respect the lease Agreement of April 22, 1963 is confirmed and ratified.

4. That the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns intend to be legally bound hereby.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year written above.

 (SEAL)  
WILBUR C. HENDERSON, JR.

ATTEST:

FOLCROFT LANDFILL CORP.



  
BERNARD T. MC NICHOL

**AMENDMENT OF LEASE**

**BETWEEN**

**WILBUR C. HENDERSON, JR.**

**Lessor**

**and**

**FOLCROFT LANDFILL CORP.**

**Lessee**

**Charles V. Stoelker, Jr.**

**MEEHAN AND STOELKER**

**2200 GIRARD TRUST CO. BLDG.**

**1400 SOUTH PENN SQUARE**

**PHILADELPHIA, PA. 19102**

WH-0019

# This Indenture Made the

day of

in the year of our Lord one thousand nine hundred and seventy-nine—(1979)

**Between**

WILBUR C. HENDERSON, JR. —

(hereinafter called the Grantor ), of the one part, and

the Estate of BERNARD T. McNICHOL, Deceased—

(hereinafter called the Grantee ), of the other part,

**Witnesseth,** That the said Grantor —

for and in consideration of the sum of

Two Thousand and Five Hundred (\$2,500) Dollars— lawful money of the United States of America, unto him — well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee — its — heirs and assigns,

ALL THAT CERTAIN lot or piece of ground, situate in The Borough of Folcroft, County of Delaware, State of Pennsylvania, as shown on a plan for the Folcroft Landfill Corp., prepared by H. Gilroy Damon Associates, Inc., Civil Engineers, Sharon Hill, Pennsylvania, dated September 15, 1972, and last revised May 17, 1979, being bounded and described as follows:

BEGINNING at a point of intersection where the centerline of Calcon Hook Road (33 ft. wide) meets the lands of the Philadelphia Electric Company, which point is located the following three (3) courses and distances measured along the said centerline of Calcon Hook Road from its intersection with the centerline of Tribbitt Avenue:

1. S. 1 deg. 44 min. W., 1003.19 ft. to a point; and,
2. S. 22 deg. 44 min. W., 270.94 ft. to a point; and,
3. S. 3 deg. 59 min. W., 255.18 ft. to the said point of Beginning; thence, along said centerline of Calcon Hook Road, N. 3 deg. 59 min. E., 120 ft. more or less to a point in the former bed of Big Thorofare Creek, said Creek Being the dividing line of The Borough of Folcroft and the Township of Darby; thence, along said Creek and Borough line in an eastwardly direction, 140 ft. more or less to the water line of Darby Creek; thence, along same, in a southwardly direction, 56 ft. more or less to said lands of the Philadelphia Electric Company; thence, along said lands, N. 78 deg. 08 min. W., 43 ft. more or less to a point; thence, along same, S. 49 deg. 49 min. 47 sec. W., 94.07 ft. to the first mentioned point and place of Beginning.

BEING the same premises, or a part of the same premises which Earl G. Hall and Margaret C. Hall, his wife, by indenture bearing date 16th of May, 1958 and recorded in the office for Recording of Deeds, Media, Delaware County, Pennsylvania, in Deed Book No. 1923, Page 539, granted and conveyed unto Wilbur C. Henderson, Jr. -----

**Together** with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

the said grantor , as well at law as in equity, of, in, and to the same.

**To have and to hold** the said lot or piece of ground above described together with the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee , its heirs and assigns, to and for the only proper use and behoof of the said Grantee its heirs and assigns forever.

**And** the said Grantor , for himself , his heirs,

executors and administrators does covenant, promise and agree, to and with the said Grantee , its heirs and assigns, by these presents, that he the said Grantor and his heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee its heirs and assigns, against it the said Grantor and its heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them or any of them, shall and will

WARRANT and forever DEFEND.

**In Witness Whereof**, the party of the first part has hereunto set his hand and seal . Dated the day and year first above written.

**Sealed and Delivered**  
IN THE PRESENCE OF US:

*Wilbur C. Henderson, Jr.*  
WILBUR C. HENDERSON, JR.

*Betty Lea Henderson*  
BETTY LEA HENDERSON

SEAL

SEAL

SEAL

Commonwealth of Pennsylvania  
County of Delaware

} ss:

On this, the \_\_\_\_\_ day of \_\_\_\_\_  
the Commonwealth of Pennsylvania, residing in the

, 1979 before me, a Notary Public for

personally appeared the above named Grantor

the undersigned Officer.

known to me (satisfactorily proven) to be the person whose name is (X) subscribed to the within  
instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

# DEED.

WILBUR C. HENDERSON, JR.

TO

THE ESTATE OF BERNARD T.  
MCNICHOL

PREMISES:

752-S John C. Clark Co., Phila. 1976

CHARLES V. STOELKER, JR., ESQ  
Meehan and Stoelker  
2200 Two Girard Plaza  
Philadelphia, PA 19102

The address of the above-named Grantee

is \_\_\_\_\_

On behalf of the Grantee

**DAMON & FOSTER**  
REGISTERED CIVIL ENGINEERS & SURVEYORS  
CHESTER PIKE AND HIGH STREET  
SHARON HILL, PA.

6/1/61

ALL THAT CERTAIN TRACT OR PARCEL OF GROUND SITUATE IN THE BOROUGH OF FOLCROFT, COUNTY OF DELAWARE, STATE OF PENNSYLVANIA, AS SHOWN ON A COMPILED PLAN OF PROPERTIES FOR WILBUR C. HENDERSON, MADE BY DAMON AND FOSTER, CIVIL ENGINEERS, SHARON HILL, PENNA. DATED MAY 25, 1961 BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE SOUTHERLY TERMINUS OF CALCON HOOK ROAD, AS LAID OUT 33 FT. WIDE; WHICH POINT IS LOCATED THE FOLLOWING THREE COURSES AND DISTANCE MEASURED ALONG THE CENTERLINE OF SAID CALCON HOOK ROAD FROM ITS INTERSECTION WITH THE CENTERLINE OF TRIBITT AVENUE, AS LAID OUT 33 FT. WIDE;

①  $51^{\circ}44'W$  1003.19 FT. TO A POINT; AND,

②  $522^{\circ}44'W$  270.94 FT. TO A POINT; AND,

③  $53^{\circ}59'W$  255.18 FT. TO THE POINT OF BEGINNING; THENCE,

WH-0024

LEAVING SAID CENTERLINE  $N49^{\circ}49'47''E$  94.01 FT. TO A POINT; THENCE,  $578^{\circ}08'E$  99.80 FT. TO A POINT; THENCE,  $511^{\circ}53'19''W$  320.09 FT. TO A POINT; THENCE  $528^{\circ}08'E$  395 FT. TO A POINT; THENCE,  $578^{\circ}38'E$  430 FT. TO A POINT; THENCE,  $572^{\circ}52'W$  430 FT. TO A POINT; THENCE,  $549^{\circ}11'28''W$  262.60 FT. TO A POINT; THENCE,  $527^{\circ}15'44''E$  315 FT. TO A POINT; THENCE,  $562^{\circ}45'44''E$  300 FT. TO A POINT; THENCE,  $571^{\circ}45'44''E$  360 FT. TO A POINT; THENCE,  $S32^{\circ}28'E$  180 FT. TO A POINT; THENCE,  $558^{\circ}W$  110 FT. TO A POINT; THENCE,  $586^{\circ}30'W$  550 FT. TO A POINT; THENCE,  $541^{\circ}30'W$  450 FT. TO A POINT;

**DAMON & FOSTER**  
REGISTERED CIVIL ENGINEERS & SURVEYORS  
CHESTER PIKE AND HIGH STREET  
SHARON HILL, PA.

THENCE,  $S55^{\circ}30'W$  350 FT. TO A POINT; THENCE,  
 $S39^{\circ}16'15"W$  134.53 FT. TO A POINT; THENCE,  $S54^{\circ}04'55"W$   
962.65 FT. TO A POINT; THENCE,  $S46^{\circ}17'39"W$  627.75 FT. TO  
A POINT; THENCE,  $S34^{\circ}45'32"W$  390 FT. TO A POINT; THENCE,  
 $S53^{\circ}15'32"W$  325 FT. TO A POINT; THENCE,  $S85^{\circ}38'32"W$   
350 FT. TO A POINT; THENCE,  $N33^{\circ}21'28"W$  320 FT. TO A  
POINT; THENCE,  $N5^{\circ}38'32"E$  450 FT. TO A POINT; THENCE,  
 $N17^{\circ}11'40"W$  451.09 FT. TO A POINT; THENCE,  $N52^{\circ}21'28"W$  395  
FT. TO A POINT; THENCE,  $N74^{\circ}33'39"W$  1321.37 FT. TO A POINT;  
THENCE,  $N52^{\circ}30'04"E$  846.60 FT. TO A POINT; THENCE,  $N57^{\circ}53'32"E$   
434.78 FT. TO A POINT; THENCE,  $N77^{\circ}50'22"E$  295 FT. TO A  
POINT; THENCE,  $S85^{\circ}53'02"E$  275 FT. TO A POINT; THENCE,  
 $S53^{\circ}30'E$  230 FT. TO A POINT; THENCE,  $S81^{\circ}45'56"E$  256 FT. TO  
A POINT; THENCE,  $N15^{\circ}38'35"E$  410 FT. TO A POINT; THENCE,  
 $N36^{\circ}58'56"E$  531.03 FT. TO A POINT; THENCE,  $N55^{\circ}55'04"E$   
484.81 FT. TO A POINT; THENCE,  $N59^{\circ}33'50"E$  39.60 FT. TO A POINT;  
THENCE  $N68^{\circ}33'50"E$  169.76 FT. TO A POINT; THENCE  $S62^{\circ}15'E$   
532.85 FT. TO A POINT; THENCE,  $N6^{\circ}30'E$  66 FT. TO A POINT; THENCE,  
 $N49^{\circ}49'47"E$  962.88 FT. TO THE FIRST MENTIONED POINT AND  
PLACE OF BEGINNING

Form 3-1708C  
(July 1979)

UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

**AGREEMENT FOR THE PURCHASE OF LANDS**

THIS AGREEMENT, made and entered into this 14 day of July, 1980  
by and between Wilbur C. Henderson, also known as Wilbur C. Henderson, Jr.

The Henderson Group  
777 HENDERSON BLVD.  
FOLCROFT, PA. 19032

hereinafter styled the vendors, for themselves, their heirs, executors, administrators, successors, and assigns, and the UNITED STATES OF AMERICA acting by and through the Secretary of the Interior or his authorized representative,

**WITNESSETH:**

1. In consideration of One Dollar (\$1.00) in hand paid by the United States, the receipt of which is hereby acknowledged, the vendors agree to sell to the United States certain lands upon the terms and conditions hereinafter set forth, and for the price of \$ 1,800,000.00 ~~parcels~~ for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, and appurtenances thereunto belonging, owned by them, situate and lying in the County of Delaware

State of Pennsylvania

. containing 151.2

acres, more or less, and are particularly described as follows:

See attached Description of the Wilbur C. Henderson, Jr. Tracts (14,a-d).  
Delaware County, Pennsylvania.

2. The vendors agree that they have full right, power, and authority to convey, and that they will convey to the United States the fee simple title thereto clear, free and unencumbered, except subject to the following easements or reservations:

Easements and Reservations of record.

3. The vendors further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the United States of America by reason of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the vendors; and that, in the event any such loss or damage occurs, the United States may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The vendors further agree that during the period covered by this instrument officers and accredited agents of the United States shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them.

5. The vendors will execute and deliver upon demand of the proper officials and agents of the United States, and without payment or the tender of the purchase price, a good and sufficient deed of warranty conveying to the United States a safe title to the said lands of such character as to be satisfactory to the Attorney General of the United States, and said deed shall provide that the use, occupation, and operation of the rights-of-way, easements, and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of areas under and in compliance with the Act of October 15, 1966 (80 Stat. 926), as amended.

6. In consideration whereof the United States of America agrees that it will purchase all of said lands and other interests at the price of \$ 1,800,000.00 ~~expenses~~, the acreage to be ascertained by a survey to be made at the option and expense of the United States after reasonable notice to the vendors, and according to standard methods and procedures, or by recourse to the records of the Bureau of Land Management, or by both; and it further agrees that, after the preparation, execution, delivery, and recordation of the deed at no cost to the vendors, and after the Attorney General shall have approved the title thus vested in the United States, it will cause to be paid to the vendors the purchase price by a United States Treasury check. The expenses of the vendors for recording fees, revenue stamps, transfer taxes, and similar expenses incidental to the conveyance of (its) (their) property; and any amount paid as a penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith, encumbering such real property; as well

as the pro rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the United States, or the effective date of possession of such real property by the same, whichever is earlier; shall be subject to reimbursement as provided in Section 303 of the Act of January 2, 1971, 84 Stat. 1899. Full possession and use of the premises shall pass to the United States as of the date payment is made to the vendors subject only to the reservations stated in section 2 above.

7. It is understood and agreed that if the Secretary of the Interior determines that the title to said lands or any part thereof should be acquired by the United States by judicial proceedings, either to procure a safe title or, when it is in the public interest, to take immediate possession, or for any other reason, then the compensation to be claimed by the owners and the award to be made for said lands in said proceedings shall be upon the basis of the purchase price herein provided.

8. It is mutually agreed that an abstract, certificate of title, or other evidence of title to the property herein contracted to be sold, satisfactory to the Attorney General, will be (obtained by the United States at its expense) ~~(obtained by and at the expense of the vendors).~~

9. It is mutually understood and agreed that this contract shall not be assigned in whole or in part without the consent in writing of the United States.

10. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company.

11. It shall be the obligation of the vendors to pay all taxes and assessments outstanding as liens at the date title vests of record in the United States, whether or not such taxes and assessments are then due and payable.

12. It is mutually understood and agreed that notice of acceptance of this agreement shall be given to the vendors by certified mail addressed to Joseph A. Damico, Jr.  
Petrikin, Wellman, Damico & Carney  
at 602 E. Baltimore Pike  
Media, PA 19063

and shall be effective upon date of mailing and shall be binding upon all of the vendors without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof. See attached paragraph 13.

IN WITNESS WHEREOF, the vendors have hereunto signed their names and affixed their respective seals on the day first above written, with the understanding that this agreement for purchase cannot be executed by the Secretary of the Interior or his authorized representative until after it is reported to him for his consideration, and therefore the vendors for and in consideration of the \$1.00 hereinabove acknowledged as received, have and do hereby grant unto the United States of America by and through the Secretary of the Interior or his authorized representative, or any other officer or agency of

the United States authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within two months from the execution thereof by the vendors, and to purchase said lands as herein provided.

In the presence of:

*[Signature]*  
(Witness)

*[Signature]* (L.S.)  
(Vendor)

*Richard B. Marchelle*  
(Witness)

(L.S.)  
(Vendor)

(Witness)

(L.S.)  
(Vendor)

(Witness)

(L.S.)  
(Vendor)

The Secretary of the Interior, acting by and through his authorized representative has executed this agreement on behalf of the United States of America on this 12<sup>th</sup> day of March, 19 80.

THE UNITED STATES OF AMERICA

By *[Signature]*  
(Title) ACTING REGIONAL DIRECTOR  
U.S. Fish and Wildlife Service

### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, (husband and wife),

known to me to be the person(s) who (is) (are) described in and who executed the within instrument, and acknowledged to me that (he) (she) (they) executed the same.

Notary Public

County, \_\_\_\_\_

[SEAL]

My Commission expires: \_\_\_\_\_

(4)

INT 5128-79  
F10 IN JUNE 1980

-271-300

WH-0029

13. It is mutually understood and agreed that this contract shall automatically become null and void if the purchase price is not paid to the vendor on or before the 31st day of March, 1980.

This agreement is conditioned and contingent upon simultaneous purchase and settlement by The United States of America pursuant to this agreement and agreements executed simultaneous herewith for the purchase of the lands herein and other lands of the vendor's corporation, Henderson-Columbia Corp., all of which are the subject of four agreements as follows:

- A. Tracts (14, a-d) 151.2 acres;
- B. Tracts (27, a) 16.55 acres;
- C. Vendor's fraction interest in tracts (28, a, b) 10.4 acres; and
- D. Vendor's fraction interest in tract (29) 10.7 acres.

DESCRIPTION  
OF THE  
WILBUR C. HENDERSON JR. TRACTS  
(14, a-d)  
DELAWARE COUNTY, PENNSYLVANIA

The hereinafter-described five (5) tracts of land are located in the Commonwealth of Pennsylvania, Delaware County, Borough of Folcroft, situate approximately 1.3 miles west of Philadelphia International Airport, north of Darby Creek, south of Chester Pike, Route 13.

TRACT 14

BEING a portion of the land conveyed to Wilbur C. Henderson, Jr., from Earle G. Hall, et ux., in a Deed dated May 16, 1958, recorded in Deed Book 1923, Page 539, on file in the Deed Registration Department of, said County and Commonwealth, at Media, and being more particularly described as follows:

BEGINNING at Corner 1, from which the center line intersection of Marsh Road and Taylor Drive bears S 89°08'26" W, 4,116.6 feet; thence Easterly and Southerly along the meanders of the low water line of Darby Creek 1,520 feet, more or less, to Corner 2, at the intersection of the said Creek and the low water line of a Branch of Thoroughfare Creek; thence Northwesterly along the meanders of the low water line of a Branch of Thoroughfare Creek, 220 feet, more or less, to Corner 3, at the intersection of the low water line of said Branch and the low water line of Thoroughfare Creek; thence Northerly along the meanders of the low water line of said Creek, 550 feet, more or less, to the PLACE OF BEGINNING, containing 3.8 acres, more or less, and

BOUNDED from Corner 1 to Corner 2 by the meanders of the low water line of Darby Creek; from Corner 2 to Corner 3 by the meanders of the low water line of a Branch of Thoroughfare Creek; from Corner 3 to Corner 1 by the meanders of the low water line of Thoroughfare Creek.

TRACT 14a

BEING a portion of the land conveyed to Wilbur C. Henderson, Jr., in the three (3) following Deeds: from Earle G. Hall,

et ux., in a Deed dated May 16, 1958, recorded in Deed Book 1923, Page 539, from Fidelity-Philadelphia Trust Company and Helen Marr Cook, Trustees, under the Will of George A. Marr, deceased, dated January 2, 1959, recorded in Deed Book 1964, Page 376; and a portion of the land conveyed to Wilbur C. Henderson from J. Warren Bullen, Jr., Treasurer of Delaware County, in a Deed dated October 1, 1962, recorded in Deed Book 2195, Page 1131, on file in the Deed Registration Department of said County and Commonwealth, at Media, and being more particularly described as follows:

BEGINNING at Corner 1, from which the center line intersection of Marsh Road and Taylor Drive bears N 68°09'38" W, 3,597.3 feet; thence Northeasterly along the meanders of the low water line of Thoroughfare Creek, 1,050 feet, more or less, to Corner 2, at the intersection of the low water line of said Creek and the low water line of a Branch of the said Creek; thence Easterly along the meanders of the low water line of said Branch of Thoroughfare Creek, 250 feet, more or less, to Corner 3, at the intersection of the low water line of said Branch and the center line of Darby Creek; thence Easterly and Southerly along the meanders of the center line of said Creek, 3,200 feet, more or less, to Corner 4, at the intersection of the center line of said Creek and the low water line of a Branch of Thoroughfare Creek; thence Northerly along the meanders of the low water line of said Branch, 800 feet, more or less, to the PLACE OF BEGINNING, containing 26.6 acres, more or less, and

BOUNDED from Corner 1 to Corner 2 by the meanders of the low water line of Thoroughfare Creek; from Corner 2 to Corner 3 by the meanders of the low water line of a Branch of Thoroughfare Creek; from Corner 3 to Corner 4 by the meanders of the center line of Darby Creek; from Corner 4 to Corner 1 by the meanders of the low water line of a Branch of Thoroughfare Creek.

#### TRACT 14b

BEING a portion of the land conveyed to Wilbur C. Henderson, Jr., in the three (3) following Deeds: from the Baptist Orphanage, dated March 22, 1961, recorded in Deed Book 1912, Page 566; from Edward B. Smith, Jr., et ux., et als., Trustees, dated July 19, 1960, recorded in Deed Book 2004, Page 231; from Fidelity-Philadelphia Trust Company and Helen Marr Cook, Trustees under the Will of George A. Marr, deceased, dated January 2, 1959, recorded in Deed Book 1964, Page 376; and a portion of the land conveyed to Wilbur C. Henderson from J. Warren Bullen, Jr., Treasurer of Delaware County, in a Deed

dated October 1, 1962, recorded in Deed Book 2195, Page 1131, all on file in the Deed Registration Department of said County and Commonwealth, at Media, and being more particularly described as follows:

BEGINNING at Corner 1, from which the center line intersection of Marsh Road and Taylor Drive bears N 43°20'46" W, 3,020.8 feet; thence Easterly along the meanders of the low water line of Thoroughfare Creek, 1,580 feet, more or less, to Corner 2, at the intersection of the low water line of said Creek and the low water line of a Branch of said Creek; thence Southerly along the meanders of the low water line of a Branch of Thoroughfare Creek, 850 feet, more or less, to Corner 3, at the intersection of the low water line of said Branch and the low water line of Darby Creek; thence Southwesterly, along the meanders of the low water line of said Creek, 1,300 feet, more or less to Corner 4; thence N 29°13'07" W, leaving said Creek, 652 feet, more or less, to the PLACE OF BEGINNING, containing 17.9 acres, more or less, and

BOUNDED from Corner 1 to Corner 2 by the meanders of the low water line of Thoroughfare Creek; from Corner 2 to Corner 3 by the meanders of the low water line of a Branch of Thoroughfare Creek; from Corner 3 to Corner 4 by the meanders of the low water line of Darby Creek; from Corner 4 to Corner 5 by land of the RICHARD I. PIKE, ET AL. (TRACT 28).

TRACT 14c

BEING a portion of the land conveyed to Wilbur C. Henderson, Jr., in the two (2) following Deeds: from Fidelity-Philadelphia Trust Company and Helen Marr Cook, Trustees under the Will of George A. Marr, deceased, dated January 1, 1959, recorded in Deed Book 1964, Page 376, and a portion of the land from Edward B. Smith, Jr., et ux., et als., Trustees, dated July 19, 1960, recorded in Deed Book 2004, Page 231, on file in the Deed Registration Department of said County and Commonwealth at Media, and being more particularly described as follows:

BEGINNING at Corner 1, from which the center line intersection of Marsh Road and Taylor Drive bears N 44°58'14" W, 2,716.0 feet; thence Northeasterly and Southeasterly along the meanders of the low water line of a Branch of Thoroughfare Creek, 1,000 feet, more or less, to Corner 2, at the intersection of the low water line of said Branch and the low water line of Thoroughfare Creek; thence Westerly, along the meanders of the low water line of said Creek, 610 feet, more or less, to Corner 3; thence N 29°13'07" W, leaving said Creek, 276 feet, more or less to the PLACE OF BEGINNING, containing 5.2 acres, more or less, and

BOUNDED from Corner 1 to Corner 2 by the meanders of the low water line of a Branch of Thoroughfare Creek; from Corner 2 to Corner 3 by the meanders of the low water line of Thoroughfare Creek; from Corner 3 to Corner 1 by land of the RICHARD I. PIKE, ET AL., (TRACT 28a).

TRACT 14d

BEING a portion of the land conveyed to Wilbur C. Henderson, Jr., in the three (3) following Deeds: from Earle G. Hall, et ux., dated May 16, 1958, recorded in Deed Book 1923, Page 539; from Fidelity-Philadelphia Trust Company and Helen Marr Cook, Trustees under the Will of George A. Marr, deceased; dated January 2, 1959, recorded in Deed Book 1964, Page 376; from Edward B. Smith, Jr., et ux., et als., Trustees, dated July 19, 1960, recorded in Deed Book 2004, Page 231; and a portion of the land conveyed to Wilbur C. Henderson in the three (3) following Deeds: from Union National Bank of Pittsburgh, successor by merger, to Commonwealth Trust Company, Guardian of the Estate of Ella W. Boozell, dated June 19, 1964, recorded in Deed Book 2180, Page 704; from J. Warren Bullen, Jr., Treasurer of Delaware County, dated October 1, 1962, recorded in Deed Book 2195, Page 1131; from J. Boon Gallagher, et ux., et als., Trustees for Raymond Chester Gallagher, under the Will of Lizzie F. Boon, deceased, dated August 28, 1969, recorded in Deed Book 2350, Page 169, all on file in the Deed Registration Department of said County and Commonwealth, at Media, and being more particularly described as follows:

BEGINNING at Corner 1, from which the center line intersection of Marsh Road and Taylor Drive bears N 50°27'49" W, 2,034.8 feet; thence N 35°15'58" W, 320.19 feet to Corner 2; thence S 83°24'04" E, 256.00 feet to Corner 3; thence N 14°04'17" E, 411.17 feet to Corner 4; thence N 35°20'49" E, 529.77 feet to Corner 5; thence N 54°16'57" E, 484.81 feet to Corner 6; thence N 57°55'42" E, 39.60 feet to Corner 7; thence N 66°55'43" E, 169.76 feet to Corner 8; thence S 64°10'06" E, 535.14 feet to Corner 9, in the center line of Meadowbrook Lane; thence N 01°55'46" E, along the center line of said Lane, 64.21 feet to Corner 10; thence N 48°11'41" E, continuing along the center line of said Lane, 739.10 feet to Corner 11; thence S 81°52'17" E, leaving Meadowbrook Lane, 265 feet, more or less, to Corner 12, in the low water line of Darby Creek; thence Southeasterly along the meanders of the low water line of said Creek, 380 feet, more or less, to Corner 13, at the intersection of the low water line of said Creek

and the low water line of Thoroughfare Creek; thence Southwesterly along the meanders of the low water line of said Creek, 2,580 feet, more or less, to Corner 14, at the intersection of the low water line of said Creek and the low water line of a Branch of said Creek; thence Northwesterly and Southwesterly along the meanders of the low water line of a Branch of Thoroughfare Creek, 1020 feet, more or less, to Corner 15; thence N 29°13'07" W, leaving said Branch, 25 feet, more or less to Corner 16; thence S 22°16'53" W, 110.00 feet, to Corner 17; thence N 84°23'05" W, 616 feet, more or less to Corner 18, in the low water line of Hermesprota Creek; thence Northeasterly along the meanders of the low water line of said Creek 680 feet, more or less, to Corner 19; thence Southwesterly, continuing along the meanders of the low water line of said Creek, 700 feet, more or less, to Corner 20, at the intersection of the low water line of said Creek, and the low water line of Thoroughfare Creek; thence Westerly, partly along the meanders of the low water line of said Creek and Darby Creek, 1,350 feet, more or less, to Corner 21, at the intersection of the low water line of said Creek and the low water line of Big Thoroughfare Creek; thence Northeasterly, along the meanders of the low water line of said Creek, 1,270 feet, more or less, to Corner 22; thence S 27°20'16" E, leaving said Creek, 924 feet, more or less, to Corner 23; thence N 53°46'53" E, 650.57 feet, to Corner 24; thence N 29°13'07" W, 109.57 feet, to the PLACE OF BEGINNING, containing 97.7 acres, more or less, and

BOUNDED from Corner 1 to Corner 2 by land of the GRETA HALDT, ET AL TRACT (29); from Corner 2 to Corner 4 by land of the CHARLES E. FRANK TRACT (18); from Corner 4 to Corner 8 by land of the FOLCROFT LANDFILL CORPORATION TRACT (16); from Corner 8 to Corner 11 by land of the HENDERSON-COLUMBIA CORPORATION TRACT (27) from Corner 11 to Corner 12 by land of the PHILADELPHIA ELECTRIC COMPANY TRACT (13); from Corner 12 to Corner 13 by the meanders of the low water line of Darby Creek; from Corner 13 to Corner 14 by the meanders of the low water line of a Thoroughfare Creek; from Corner 14 to Corner 15 by the meanders of the low water line of a Branch of Thoroughfare Creek; from Corner 15 to Corner 17 by land of the RICHARD I. PIKE ET AL., (TRACT 28b); from Corner 17 to Corner 18 partly by land of the RICHARD I. PIKE ET AL., (TRACT 28b); and partly by land of the E.C. WATTS (TRACT 30a); from Corner 18 to Corner 20 by the meanders of the low water line of Hermesprota Creek; from Corner 20 to Corner 21 by the meanders of the low water line of Thoroughfare Creek and Darby Creek; from Corner 21 to Corner 22 by the meanders of the low water line of Big Thoroughfare Creek; from Corner 22 to Corner 1 by land of the GRETA HALDT ET AL TRACT (29).

The above-described five (5) tracts of land, containing in the aggregate, 151.2 acres, more or less, are delineated

on a map tracing designated WILBUR C. HENDERSON, JR. TRACTS  
(14, a-d), bearing date of May 10, 1978, of record in  
the files of the Department of the Interior. ~~A print from~~  
~~that map tracing is attached.~~

B

LA 100  
TINCO  
Hondoro  
(14, 2-e)

Review Notes on:

Environmental Evaluation of Folcroft Landfill  
Deleware County, PA  
Final Report dated November 1979

- p. 10 a) How much gas is "limited evidence"? Where and what tests were used?
- b) Cover material stated to be "well-drained sandy loam", yet the well logs (page 14) indicated a plastic clay. Which is correct?

If cover material is loam, then infiltration will be high (supporting the statement that "standing water is not present under normal conditions") and this will in turn create more leachate.

If cover material is clay, and the test wells are imbedded in the clay, then the water quality data is erroneous, since groundwater and leachate will not migrate through clay.

pp. 10 & 11 Stability and Settlement -

The type of inspection performed is of limited value since only rapid settlement can be detected by visual inspection. A series of settlement rods, placed at varying depths, will reveal the degree of settlement occurring.

p. 11 What are infiltrometer tests and where are the results?

p. 12 What tests were used to detect the presence of methane gas and where were they performed? What concentrations were detected, and how does the writer conclude that "most of this (methane gas) is produced by natural decompositions in the tidal marsh".

p. 12 Water Quality -

- a) Specific conductance is not a measure of toxicity, and provides very little meaningful data. The "stains" observed at leachate seeps should have been sampled and analyzed.

p. 14 The data on the wells is incomplete. We need to know the elevation of the well point and where in well log each point is located. Also, was groundwater encountered anywhere?

p. 17 The well data as presented is of little value. The background well (#4) data was discarded as being unrepresentative of "unaffected groundwater".

Well data for #1 and #2 were thrown out because they were high in iron and COD. Could it not be remotely possible that these pollutants are coming from the landfill?

The statement that all the pollutants emanating from the landfill are being diluted by rainfall only adds to our concern about leachate generation. Even though the concentrations are reduced, the pollutant loading remains constant and may possibly be increased by the rinsing action of the infiltrating rainwater.

Underground migration of pollutants was not addressed. We are concerned with possible underground springs or streams or any other means of transporting pollutants away from the landfill area.

p. 18 The "insignificant" seep noted on 10 October of 3.2 gallons/minute approximates 2,000,000 gallons/year.

p. 19 Comparisons with a landfill in Illinois, of which we know even less than of Folcroft, provides very little insight into the problem.

p. 20 Some pollution of Thoroughfare Creek was noted. How much and in what parameters is not stated. To say that there is no appreciable impact is to give credit to dilution, which is not acceptable. If a 3.2 gpm seep is mixed with a 20 CFS stream and pollutants are still found, there could be a serious problem back at the source.

p. 21 Conclusion -

"The water quality samples indicates an absence of toxic or chemical waste materials in the groundwater". A very careful choice of words - "an absence". The samples also indicate the presence of some pollutants. A significant number of pollutants (toxic or otherwise) were not tested for.

In summary, due to the lack of a controlled, systematic, and thorough testing program, this report is of little value in establishing the condition of the Folcroft Landfill.

PSaulnier/ari: 12-4-79

-2-

Paul Saulnier  
617 - 965 - 5100  
ENGINEERING OFFICE

WH-0038

December 6, 1979  
Re Dick Marchelletti, Realty Specialist  
Fish & Wildlife thinking on prices

WCH  
27  
14 d (part of Tract } 42.6 AC. \$1,200,000  
C \$28,169 per AC

272 Henderson Columbia  
9.6 AC. \$297,200  
\$30,958

44 a-d remaining marshland  
115.54 at approx \$4,000

Plus fractional interests

Recap

1,200,000
297,200
480,000
<hr/>
\$1,977,200

UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE  
TINICUM NATIONAL ENVIRONMENTAL CENTER  
HENDERSON GROUP LANDFILL AREA

(27) & Pt. of (14d)

42.6 ACRES  
1" = 250' approx.

HENDERSON

CREEK

(27)

Part of  
(14d)

TRACT (14d)

TRACT  
(14d)

THIS SKETCH IS FOR REALTY  
APPROVAL PURPOSES AND DOES  
NOT CONSTITUTE A SURVEY  
PLAN.

DARBY

CREEK

CAULON HOOK RD.

Folcroft Borough,  
Delaware County,  
Pennsylvania

UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE

TINICUM NATIONAL ENVIRONMENTAL CENTER

HENDERSON COLUMBIA CORPORATION TRACT

(27a)

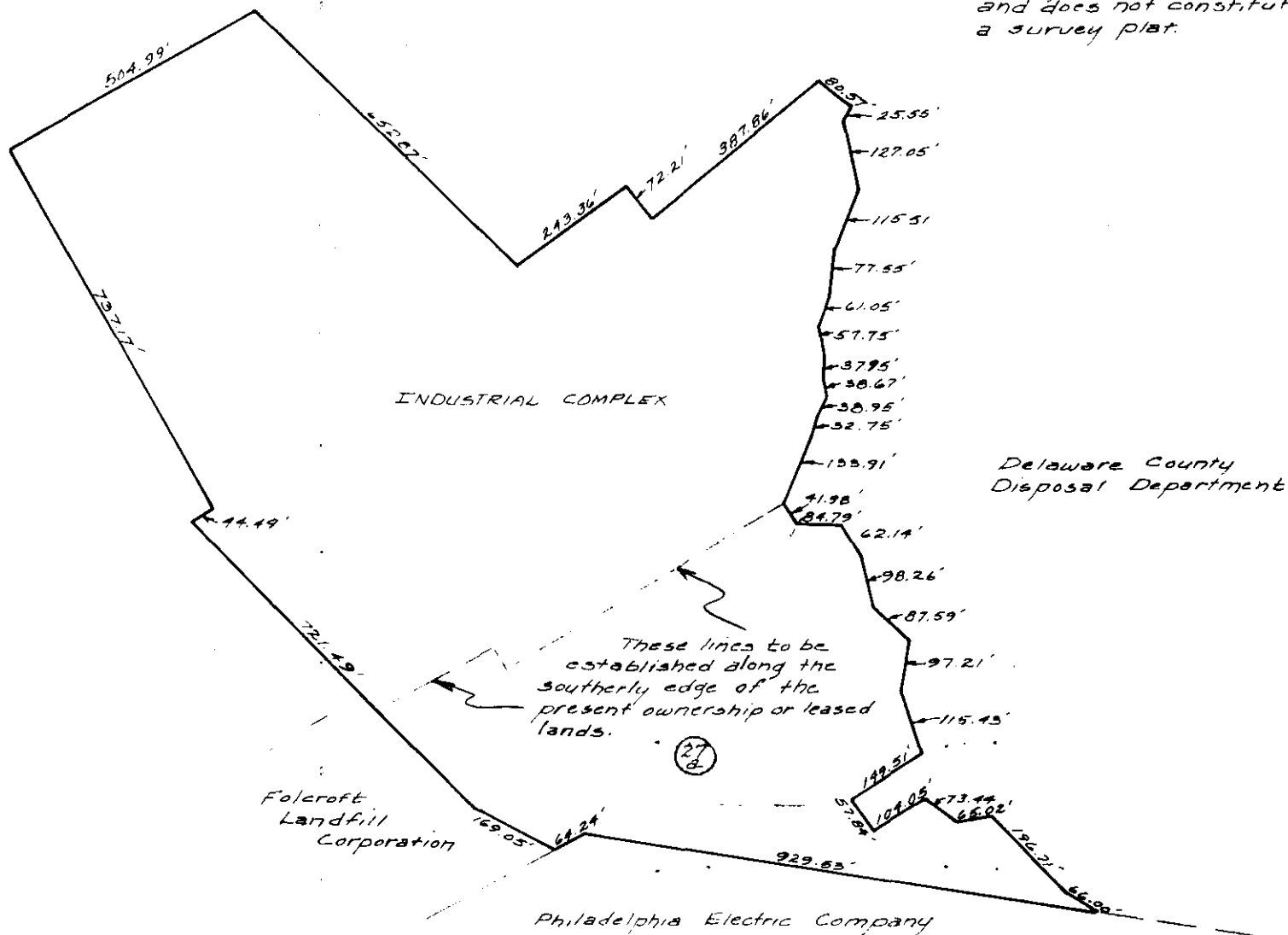
34.6 ACRES WHOLE TRACT

9.9 ACRES

FOLCROFT BOROUGH, DELAWARE COUNTY, PENNSYLVANIA

SCALE 0 200 400 600 800 FEET

NOTE: This sketch is for  
Realty Appraisal purpose  
and does not constitute  
a survey plat.



SRVV 770521

WH-0041

REVEGETATION INVESTIGATION OF  
FOLCROFT LANDFILL  
DELAWARE COUNTY, PA

Prepared for:

WILBUR C. HENDERSON  
777 HENDERSON BOULEVARD  
FOLCROFT, PA 19032

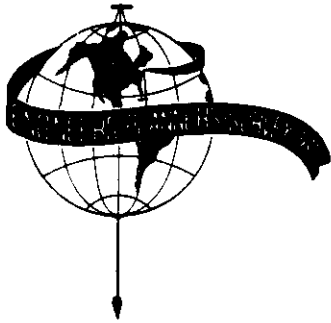
Prepared by:

SMC-MARTIN  
900 West Valley Forge Road  
King of Prussia, PA 19406

NOVEMBER 1979

WH-0042

File: 02-00-00  
Folcroft Landfill (11/79)



A.W.  
**MARTIN ASSOCIATES, INC.**

900 W. VALLEY FORGE RD. • P.O. BOX 190 • KING OF PRUSSIA, PA. • 19406 • (215)265-2700

November 21, 1979  
Ref: 5703--4

Mr. Wilbur C. Henderson  
777 Henderson Boulevard  
Folcroft, PA 19032

Subject: Folcroft Landfill

Dear Wilbur:

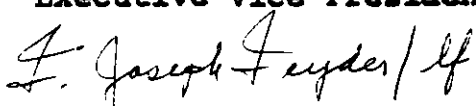
Enclosed please find two copies of the investigation into the vegetation on the cover over the Folcroft Landfill. As noted in this report, we will continue our investigations and will forward a final recommendation as soon as possible.

Please contact this office if there are any questions concerning this matter.

Very truly yours,

SMC-MARTIN

  
Grover H. Emrich, Ph.D.  
Executive Vice President

  
F. Joseph Feyder III, P.E.

GHE/FJF:rm  
Enclosures

cc: Joseph Danico, Esq.

WH-0043



## REVEGETATION INVESTIGATION OF FOLCROFT LANDFILL

The eastern portion of the closed Folcroft Landfill, Delaware County, PA is sparsely vegetated. Earthen cover was placed over the refuse during the closure procedure in the summer of 1977. Representatives of the Penn State University Extension Service advise that under normal conditions, substantial volunteer growth should have occurred during the two years that the soil has lain bare. The absence of significant volunteer growth suggests that a substance toxic to plant growth may be present in the soil covering the eastern portion of the site. Methane gas is not responsible for preventing vegetative growth; very little is evident at the site and substantial vegetation has been established on the western portion of the landfill.

Three soil samples (see attached Figure 2, soil sampling points #1, #2, and #3) were taken in an attempt to identify the toxic substance. Sample #1 was taken from the vegetated portion of the landfill. Samples #2 and #3 were taken from the unvegetated portion. Soil chemistry tests were conducted on all three samples and are summarized in Table 1.

The seven tests conducted on the samples are basic tests that are commonly used to determine soil fertility.



Location of  
FOLCROFT LANDFILL

Figure 1

WH-0045

Woodbury

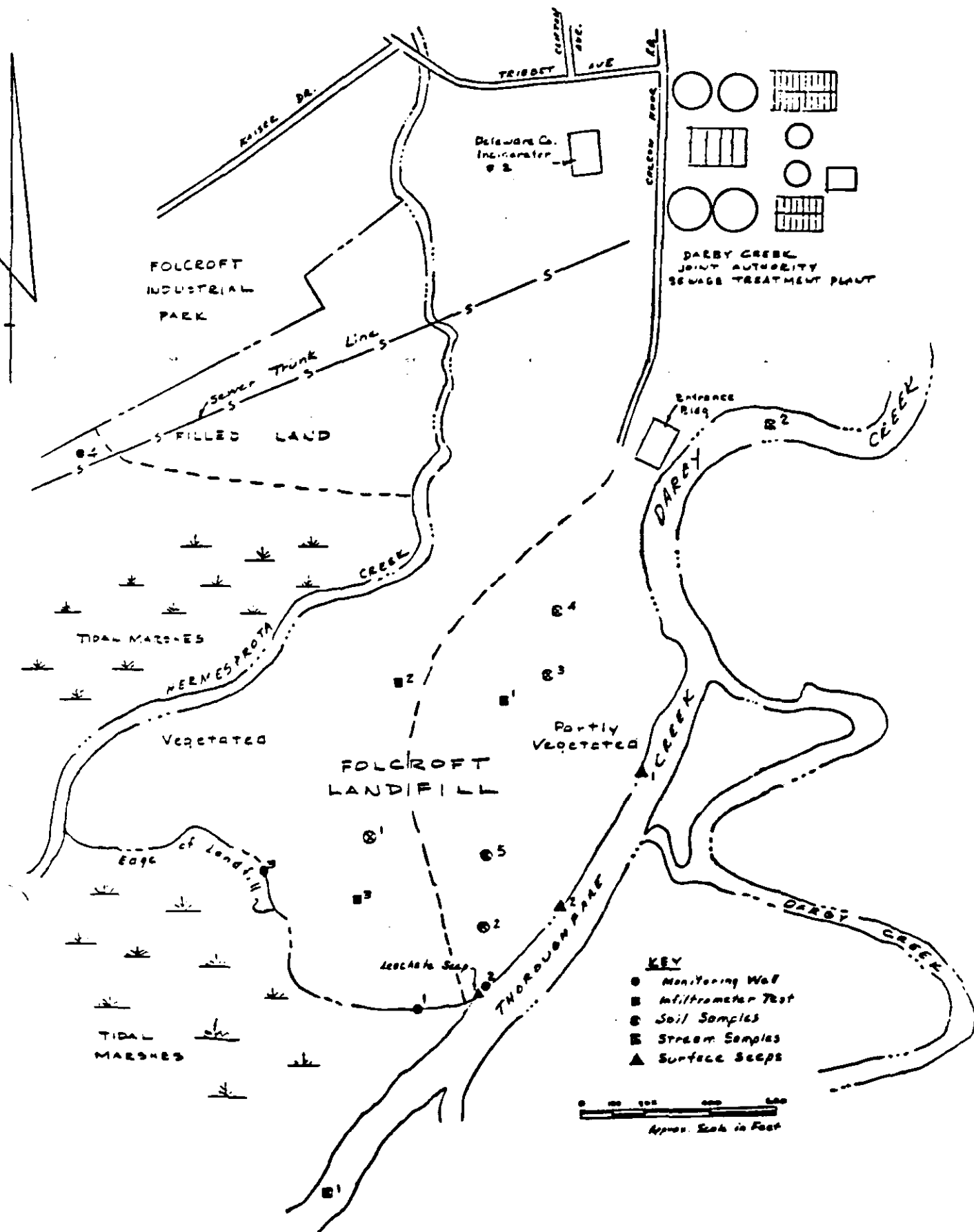


Figure 2. Map of monitoring points at Folcroft Landfill.

WH-0046

TABLE 1. Soil Chemistry Test Results, Folcroft Landfill.

Sample Number	Cation Exchange Capacity meq/100g	Exchangeable Bases including Ca, Na, Mg, K, NH <sub>4</sub> meq/100g	Base Saturation %	Exchangeable Hydrogen meq/100g	Soluble Salts mmhos/cm	pH	Total Phosphorus as P mg/kg	Potassium mg/kg
1 Vegetated	28.3	9.4	33	18.9	0.64	5.89	231	2630
2 Unvegetated	28.9	18.7	65	10.2	0.22	5.91	184	3200
3 Unvegetated	29.6	16.5	56	13.1	0.14	6.32	191	3480

Cation Exchange Capacity - The cation exchange capacity is used to determine the fertility level of the subject soil. The test measures the number of potential sites for nutrients to attach themselves to soil particles for eventual absorption by vegetation. The Soil Survey of Chester and Delaware Counties<sup>1</sup> indicates that the normal range of the cation exchange capacity of soils in the landfill vicinity is from 15 to 40 meq/100g. The exchange capacity of the three samples lies within the upper portion of this range.

Exchangeable Bases - The base exchange capacity is used with the cation exchange capacity to illustrate the number of cation sites which are, in fact, basic nutrient ions available for absorption by vegetation. The ratio of exchangeable bases to the total number of cations, the base saturation, should be in excess of 30 percent in order to provide adequate plant nutrients. The base saturation of the three samples ranged from 33 to 65 percent; all exceed the required minimum.

Exchangeable Hydrogen - The hydrogen exchange capacity is the complement of the base exchange capacity and represents the number of cations which are, in fact, positive hydrogen ions. Since the base exchange capacity of the three samples is above the acceptable minimum, the hydrogen exchange capacity would also lie within the acceptable range. The test also provides a

check of the soil pH values. The pH should decrease with an increased proportion of hydrogen ions.

Soluble Salts - The volume of soluble salts contained within the soil is a measure of the capability of vegetation to absorb the nutrients from the soil medium. Salts within soil attract nutrients and can, therefore, prevent them from being absorbed by vegetation. The salt conductivity of all three samples was less than 1. According to the USDA, Agricultural Handbook No. 60,<sup>2</sup> a conductivity of less than 1 is considered very low and should not affect plant growth.

pH - This is a basic test to determine the acidity of the soil samples. The desirable range of soil pH for plant growth is from 6.5 to 7.0. The soil samples ranged from 5.89 to 6.32. Although these values are slightly more acidic than optimum, they are certainly within the tolerance of normal vegetation and do not explain the absence of volunteer growth.

Total Phosphorus and Potassium - Phosphorus and potassium are basic nutrients required for all plant growth. The potassium concentration of the three samples ranged from 2630 to 3480 mg/kg. Since a concentration of 2000 mg/kg is considered to be average, adequate quantities of potassium are available for plant growth. The total phosphorus concentration ranged from 184 to 231 mg/kg. These concentrations are considered to be low but within the tolerance limits of typical plant growth. The phosphorus concentration of the vegetated

sample is essentially equal to those of the unvegetated samples. Therefore, the low phosphorus concentrations do not explain the absence of vegetative growth on the eastern portion of the landfill.

A satisfactory explanation for the absence of volunteer growth was not found in the initial soil chemistry tests. With the possible exception of phosphorus, all test results were within the normal tolerances for typical volunteer growth which should be established on the site. A low phosphorus concentration does not explain the absence of vegetation because low concentrations were found in both the vegetated and unvegetated samples.

Germination tests were initiated on October 27, 1979 upon the suggestion of representatives from the Penn State University Extension Service. Two typical samples were taken from soil sampling points #4 and #5 (see Figure 2). Each sample was coarsely-sieved and planted with garden beans, cucumbers, and rye grass. The beans and cucumbers were planted since they are sensitive to the presence of a toxic substance in soil. Rye grass is representative of the typical vegetative cover which would be desirable on the site.

At the time of this report, November 16, 1979, the garden beans, rye grass, and cucumbers have all germinated. The rye grass gave evidence of germination approximately seven days after planting. Germination of the garden beans and cucumbers was evident fourteen and twenty-one days after

planting. The plants have all continued to increase in size and number. The beans and cucumbers have begun to establish their second set of leaves. All plants appear to be healthy.

These preliminary results are inconclusive since the plants are just beginning to establish their root systems within the soil. The beans, cucumbers, and grass have germinated within their seeds but have not begun to draw nutrients from the soil. The germination tests will be closely observed in the future to determine if the plants can thrive in the cover material.

A second series of soil chemistry tests were initiated at the suggestion of the Penn State University Extension Service. Portions of soil samples #4 and #5 were sent to Penn State for the following basic nutrient tests: pH, potassium, phosphorus, magnesium, calcium, organic matter, sulfur, ammonia nitrogen, and nitrate. The results are shown on Table 2.

The calcium and magnesium concentrations in both samples is very high but not excessive; therefore, they are not a limiting factor for vegetative growth. The potassium level in both samples is within the normal range confirming the tests taken of samples #1, #2, and #3. The phosphorous level was in the low-medium range, well within the tolerance limits of typical volunteer vegetation.

The Penn State University soil nutrient tests and information on the source of the cover material was reviewed

TABLE 2. Soil Nutrient Tests of Soil Samples 4 and 5

Sample Number	pH	pH Buffer	Phosphorus	Potassium	Magnesium	Calcium	Cation Exchange Capacity	Potassium	Magnesium	Calcium	Organic Matter	Nitrate-Nitrogen (NO <sub>3</sub> -N)	Ammonium Nitrogen (NH <sub>4</sub> -N)	Sulfur (SO <sub>4</sub> -S)
			lbs/acre	meq/100 gm.				Percent of Saturation				PPM	PPM	PPM
4	7.9	7.0	132	0.33	4.3	15.0	19.6	1.6	21.0	76.5	2.2	13.3	13.6	60.6
5	8.0	7.0	78	0.32	2.9	15.0	18.2	1.7	15.0	82.4	4.0	9.1	5.5	60.6

by Dr. Raymond Shipp and Dr. Wayne Hinish of the Penn State University Extension Service. According to the Penn State University representatives, the tests do not give evidence of the soil being toxic. Drs. Shipp and Hinish suggest continued observations of the germination tests. Depending upon the results of the germination tests, Drs. Shipp and Hinish suggest a diagnostic test for aluminum, manganese, copper, zinc, cadmium, iron, nickel, and lead which may also provide a clue to the toxicity of the soil.

An explanation for the absence of vegetation on the eastern portion of the landfill has not yet been found. SMC-MARTIN will continue to observe the germination tests and, if appropriate, will follow up with additional soil tests.

We will continue to investigate the unexpected absence of vegetation and will provide a final recommendation for revegetation as soon as possible.

## REFERENCES

1. Soil Survey Chester and Delaware Counties, Pennsylvania, U. S. Department of Agriculture, Soil Conservation Service, May 1963.
2. Agricultural Handbook No. 60, U. S. Department of Agriculture, Agricultural Research Service, 1954.

ENVIRONMENTAL EVALUATION  
OF  
FOLCROFT LANDFILL  
DELAWARE COUNTY, PA

- FINAL REPORT -

**SME-MARTIN**

ENVIRONMENTAL CONSULTANTS

KING OF PRUSSIA, PA

ALLENTOWN, PA DOYLESTOWN, PA READING, PA

RICHMOND, VA CHARLESTON, WV

MILLBURN, NJ



A Subsidiary of Science Management Corporation

WH-0055

File: 02-00-00

ENVIRONMENTAL EVALUATION  
OF  
FOLCROFT LANDFILL  
DELAWARE COUNTY, PA

- FINAL REPORT -

Prepared for:

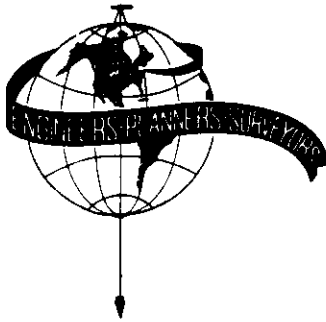
WILBUR C. HENDERSON  
777 HENDERSON BOULEVARD  
FOLCROFT, PA 19032

Prepared by:

SMC-MARTIN  
900 WEST VALLEY FORGE ROAD  
KING OF PRUSSIA, PA 19406

NOVEMBER 1979

WH-0056



**A.W.**  
**MARTIN ASSOCIATES, INC.**

900 W. VALLEY FORGE RD. • P.O. BOX 190 • KING OF PRUSSIA, PA. • 19406 • (215) 265-2700

November 21, 1979

Ref: 5703--4

Mr. Wilbur C. Henderson  
777 Henderson Boulevard  
Folcroft, PA 19032

Subject: Final Report, Folcroft Landfill

Dear Wilbur:

Enclosed please find two copies of the final report of the Environmental Evaluation of the Folcroft Landfill. We find that the closed landfill is not causing any environmental problems. The report summarizes our investigation and addresses all the environmental concerns raised in your real estate negotiations.

Please contact this office if there are any questions concerning this matter.

Very truly yours,

SMC-MARTIN

  
Grover H. Emrich, Ph.D.  
Executive Vice President

  
F. Joseph Feyder III, P.E.

GHE/FJF:rm  
Enclosures

cc: Joseph Damico, Esq.

WH-0057



STUDY TEAM MEMBERS

Grover H. Emrich, Ph.D. - Project Manager  
Frederick J. Turner - Environmental Planner  
F. Joseph Feyder - Project Engineer  
Deborah L. Grant - Geologist  
Andrews L. Tolman - Project Hydrogeologist  
Lynn R. Penniman - Project Soil Scientist  
David N. Immendorf - Environmental Engineer

10/10/10  
11/10/10

## TABLE OF CONTENTS

INTRODUCTION	1
PRESENT CONDITION OF LANDFILL	10
CONCLUSIONS	21
REFERENCE	23

## LIST OF FIGURES

Figure 1.	Location of Folcroft Landfill.	2
Figure 2.	Map of monitoring points at Folcroft Landfill.	3

## LIST OF TABLES

Table 1.	Water Quality Tests, Sample Locations	16
Table 2.	Comparison of Illinois Solid Waste Study and Folcroft Landfill.	19

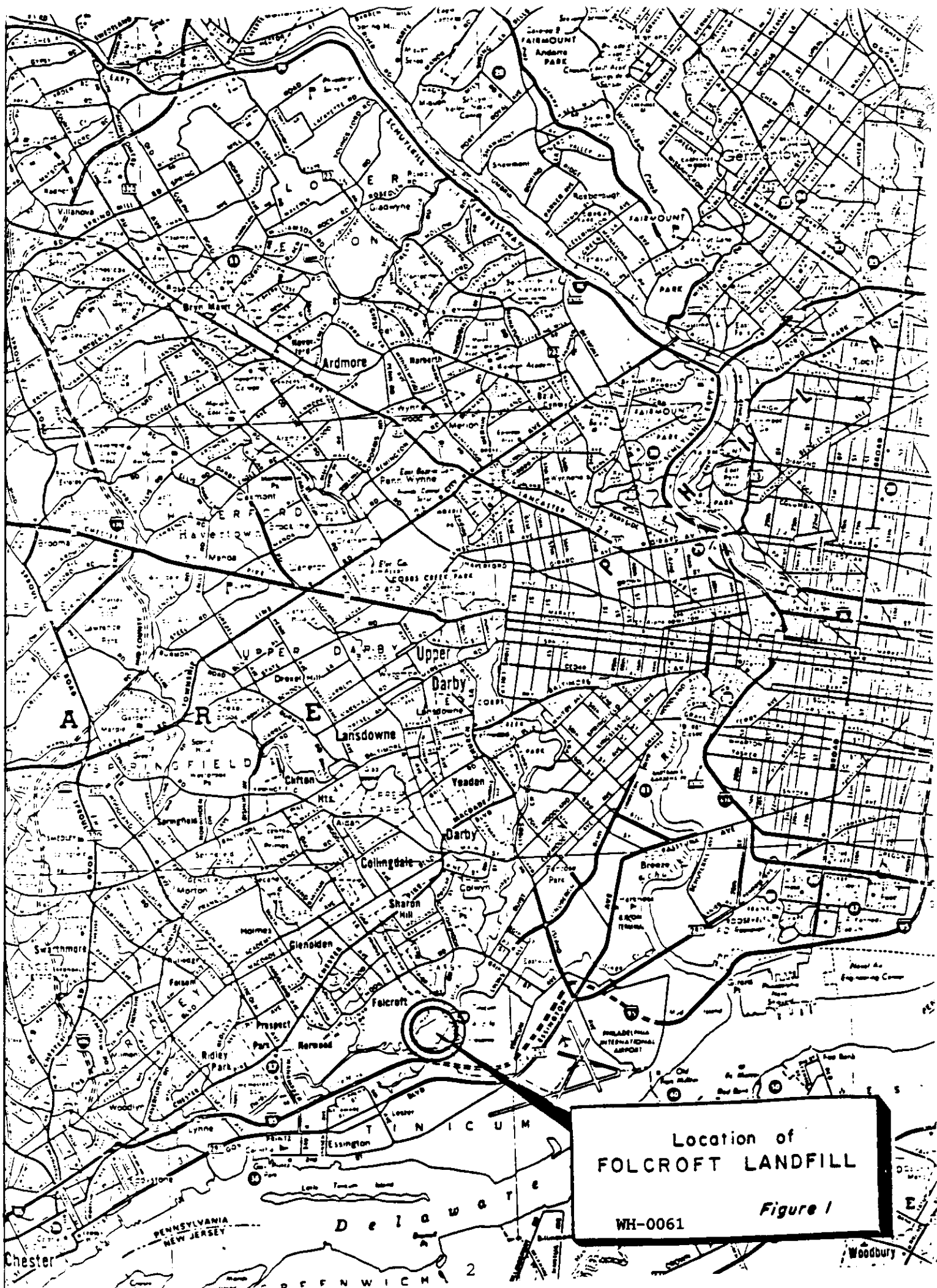
## INTRODUCTION

### Purpose of Study

The Folcroft Landfill is located on property owned by Wilbur C. Henderson. Henderson is negotiating the sale of property including the Folcroft Landfill and the surrounding marshland holdings to the United States Department of the Interior, Fish and Wildlife Service for eventual incorporation into the Tinicum National Environmental Center. In the course of the negotiations, the U.S. Fish and Wildlife Service has indicated a concern regarding the possible environmental impact of the landfill. This study has been undertaken by SMC-MARTIN to evaluate the present condition of the landfill and to determine if, in fact, any negative environmental impact exists or is anticipated to develop in the future.

### Location of the Landfill

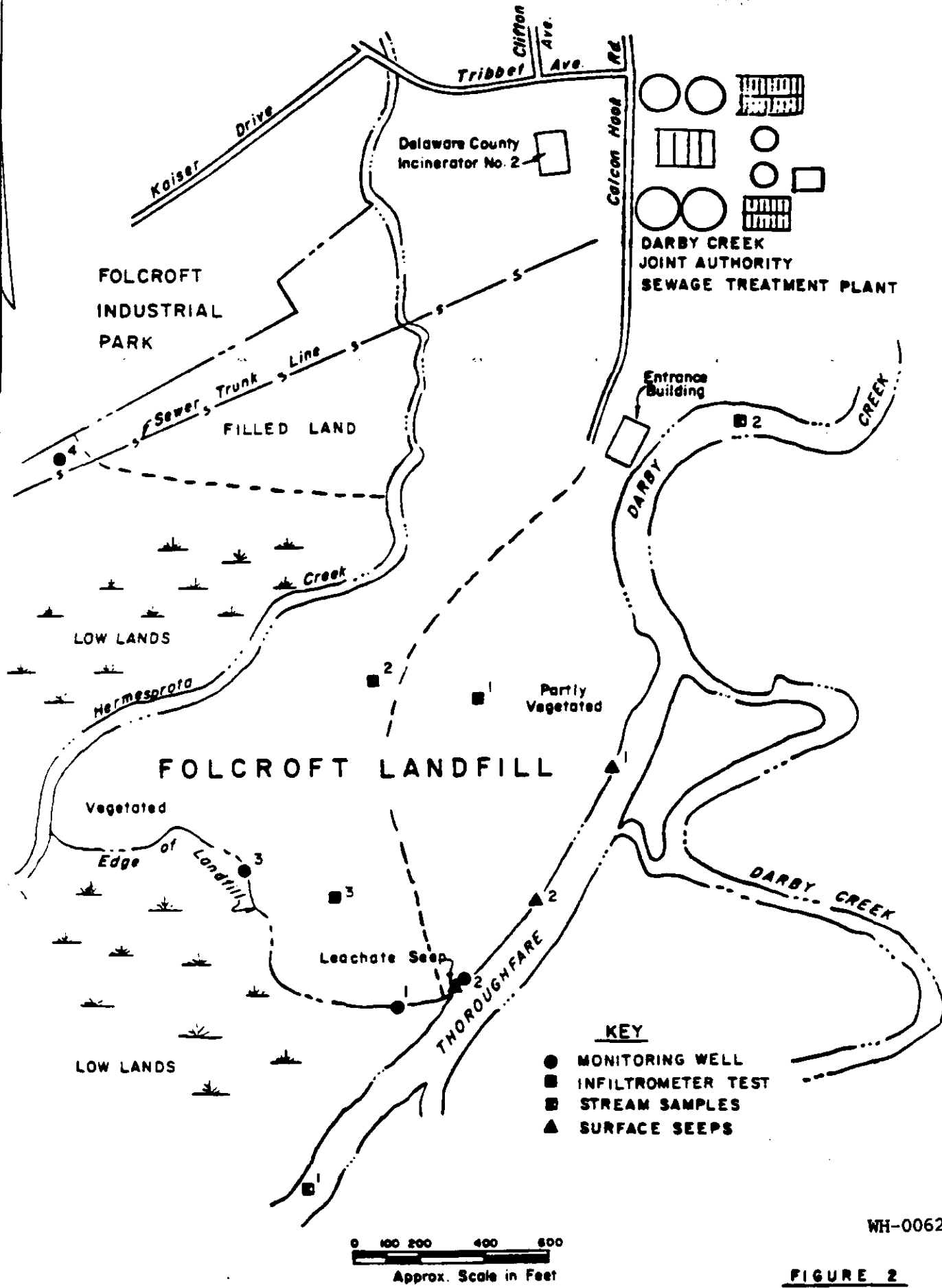
The location of the Folcroft Landfill is on the southern edge of Delaware County in Darby Township, adjacent to the City of Philadelphia (see Figure 1). The subject area is bordered on the east by Thoroughfare Creek, the main channel of Darby Creek, and on the west by Hermesprota Creek (see Figure 2). Access to the site is provided by Calcon Hook Road which runs to the base of the fill. The landfill site



Location of  
FOLCROFT LANDFILL

WH-0061

Figure 1



WH-0062

**FIGURE 2**

SMC - MARTIN  
October 1979

5703--4

is less than one-half mile south of the entrance to the Folcroft Industrial Park and is approximately a five-minute-drive to the Philadelphia International Airport. It is one-half mile from Interstate 95, the major highway along the eastern seaboard. Several major manufacturing and refining facilities located along the Delaware River are a drive of only a few minutes from the landfill. The site is easily accessible to shipping.

#### Landfill Operational History

The land containing the Folcroft Landfill was leased by Henderson to Tri-County Hauling as a landfill operation to provide an area of future expansion of the Folcroft Industrial Park. Landfilling of low-lying lands was a common practice and was, in fact, encouraged in the early 1960s. The Folcroft Landfill began operation in 1961. Filling began near the present location of the entrance building just south of the Darby Creek Joint Authority Sewage Treatment Plant. The filling operation proceeded southward along Darby Creek and spread out to the present configuration by 1973. Cover material was imported to the site or was obtained by dredging in front of the landfill operation.

The landfill accepted material from numerous sources. No records of the landfill operator are known to exist. However, inspection reports of the landfill operation by representatives of the Pennsylvania Department of Environmental Resources (DER) indicate that a variety of refuse was placed in the fill. A 1969 report indicates that the fill

received solid refuse, ashes, and demolition wastes from ten municipalities as well as from the Philadelphia Navy Yard, the Boeing Vertol Company, and the American Viscose Company. The report states that no liquid industrial waste or septic tank pumpings were accepted by the landfill. The 1969 report indicates the presence of incinerator residue from the adjoining County incinerator. Subsequent reports indicate the placement of sewage sludge and oil-soaked material within the landfill. The inspection reports also indicate the presence of industrial waste drums although no indication of the quantity and contents are provided. People present during the landfill operation reported that large quantities of demolition refuse were placed in the fill, particularly in the initial years of operation.

A report has also been received from the superintendent of the installation of the trunk sewer line which extends through the northern edge of the landfill. The sewer line was laid in early February 1979. The superintendent was present daily during the construction period and was able to observe the contents of the landfill in the vicinity of the trench excavation. He reported that the fill consisted of primarily municipal refuse. Most of the material was reported to be inert; however some odor was associated with the remaining decomposing portions. The report notes that

there was no evidence of any chemical waste nor of drums of any type.

#### Closure of Landfill

Closure of the landfill was ordered by the Commonwealth Court of Pennsylvania on August 29, 1973. The closure operations began in the spring of 1974 with the regrading of the refuse material in order to eliminate excessively steep grades on the side slopes yet provide adequate drainage of the landfill top. Several fires were burning at the initiation of the closure process. The burning material was excavated, spread on the surface, and extinguished. DER inspection reports clearly indicate that all fires in the landfill were extinguished during the closure. No evidence of fires now exists at the site.

Cover material was initially placed on the western half of the fill site. DER representatives have indicated that the cover material on the western side was obtained from several sources. A portion of the material is dredging spoils. The remainder of the cover on this portion of the site was brought in via truck from the Interstate 95 construction site and from several additional construction projects. The cover is reported to be approximately 2 feet thick on the western portion. The placement of cover on the western portion of the site was completed in the early fall of 1974 and seeded during that October. A rye fescue was spread over the soil and an excellent vegetative cover was established.

Most of the cover material for the eastern portion of the landfill was obtained from a construction site at the Sun Oil Refinery in Marcus Hook, PA. Soil tests indicated a maximum of 7 percent oil within this material. Germination tests of the soil supervised by DER revealed that suitable vegetation could be established and, therefore, this material was deemed to be suitable for cover.

The cover on the eastern half of the site is reported to be an average of 4 feet thick and, in places, up to 10 feet thick. Several erosion gullies to a 3-foot depth verify this report. A rye fescue was placed on the eastern portion of the landfill in July 1977. Germination of the seed began over the entire area. However, high summer temperatures and lack of rainfall caused the vegetation to "burn out" by the early fall. A second seeding was never attempted and, therefore, a complete vegetative cover was never established on the eastern half of the site.

With the exception of the lack of vegetation, the inspection reports indicate that DER was pleased with the landfill closure. The records note that no evidence of side hill breakouts of leachate are evident. Little leachate was apparent by the time the closure was complete. Good drainage with little surface ponding was reported. Subsequently, a letter indicating satisfactory closure of the landfill was released by DER on October 27, 1977.

### Proposed Use of Site

The site is currently zoned for use as a landfill. The nearby Eastwick industrial area and the Folcroft Industrial Park have helped to establish this vicinity as one of the prime industrial park/distribution centers within the Delaware Valley. Henderson's original intent was to develop the landfill site as an expansion of the existing Folcroft Industrial Park. Portions of the adjoining Folcroft Industrial Park were constructed by Henderson upon similar landfill areas. Because of the adjoining industrial park and institutional uses (an incinerator, now closed, and a sewage treatment plant, to be closed), the proximity to Interstate 95 and the Philadelphia Airport, light industry or business campuses are the logical land uses for the landfill site.

According to the master plan for the Tinicum National Environmental Center, the U.S. Fish and Wildlife Service intends to place a small parking area and observation platform on the landfill site. The master plan does not specify the intended size of the parking area, but SMC-MARTIN believes that a 30-car lot would be sufficient. The observation platform will be a wood frame structure elevated 15 feet above the landfill crest and will measure approximately 12 feet by 16 feet. In addition, two trails are to be laid in order to provide access to the southern tip of the landfill

site. A small foot bridge is to be constructed across  
Thoroughfare Creek to connect the landfill site with the  
remainder of the Environmental Center.

## PRESENT CONDITION OF LANDFILL

### General Description

The closed Folcroft Landfill rises up to 50 feet above mean sea level. It has moderate slopes on all sides except along Darby Creek where the bank rises steeply to a height of 20 feet. The site is heavily vegetated on the western half and the southern end. Vegetation on the eastern half is variable and there is some local erosion causing the formation of scattered gullies up to 3 feet deep. There is no evidence of any fires at the site and limited evidence of methane gas. The cover material consists of well-drained sandy loam and standing water is not present under normal conditions. Refuse is well- to moderately well-covered. There is no evidence of any vector problems. There is little evidence of leachate.

### Stability and Settlement

Personnel from SMC-MARTIN have inspected the entire landfill surface. No evidence of subsidence or cratering was found. The side slopes, with the exception of some soil erosion, are very stable and give no evidence of failure or sliding. The general settlement of a landfill of this nature is a function of several factors and is, therefore,

variable. However, most settlement generally takes place during the first ten years after filling. Since filling ceased in 1973, most of the settlement process is believed to have already taken place; future settlement will be minimal.

#### Vegetative Cover

The western half of the site is heavily vegetated. The vegetation on the side slopes and top consists of field grass, vetch and dense weeds. The base of the embankment is generally covered with trees or tall marsh reeds. The vegetation is very dense, making access difficult. No exposed soil or erosion is evident on the western half of the landfill.

The eastern portion of the site is sparsely vegetated. Areas of this portion of the landfill are bare soil which is subject to erosion. Gullies have been eroded on the steeper embankments to a maximum depth of 3 feet. Sheet erosion is evident on the more gradually sloped portions. However, at no point has the erosion exposed the underlying refuse with the exception of a few protruding metal or plastic objects. The bare soil is stony and some loose debris is evident. Very little surface ponding of rain water occurs on the fill.

Infiltration tests were performed on the cover material. The eastern, unvegetated portion of the landfill has a very

low rate of infiltration. The tests indicate that the rate of rain water infiltration on the western portion of the site is highly variable because of the variation in the composition of the cover material.

#### Gas Generation

Methane gas cannot be detected at most of the site. A gas odor was detected in a few localized areas of the landfill. Methane gas is evident at the toe of the fill at low tides. However, it is believed that most of this is produced by natural decomposition in the tidal marshes. SMC-MARTIN personnel observed no evidence of stressed vegetation (kills) resulting from methane gas generation and release.

#### Water Quality

SMC-MARTIN personnel inspected the perimeter of the Folcroft Landfill during low tide in order to determine the extent of leachate seepage. The landfill should respond like a sponge, absorbing water with rising tides and releasing water as the tide recedes. The tidal fluctuation at the landfill edge is approximately 3 feet. The inspection of the Thoroughfare Creek embankment was conducted from a canoe. The remainder of the landfill was inspected on foot since passage via canoe was impossible during low tide.

These inspections were conducted subsequent to several periods of heavy rainfall when maximum leachate generation would be expected to occur.

Many clear water seeps were evident along the perimeter embankment. The specific conductance of these clear seeps ranged from 350 to 650 umhos/cm. The conductance of Darby Creek ranges from 180 to 250 umhos/cm. Most of the clear seeps showed little or no evidence of iron. The rate of flow from the seeps is approximately 1 gpm.

With one exception, only minor leachate seeps were evident during low tide. Most of these were small seeps with very little or no evidence of flow. Rather, the leachate was in the form of a stain on the tidal embankment. The only active seep was a relatively small one found on the eastern side of the landfill on the Thoroughfare Creek embankment (see Figure 2). Leachate flowed from a 2-foot wide portion of the embankment at a rate estimated to be less than one-quarter gallon per minute. During non-rainfall periods, the seep has a specific conductance of 6,200 umhos/cm.

Several monitoring wells were placed along the perimeter of the landfill in order to determine the quality of the ground water flowing from the fill during low tide. Well #2 was placed within 5 ft of the active leachate seep to determine the extent, if any, of subsurface leachate flow. Since there is no other leachate seep, two additional wells (#1 and #3) were placed at arbitrary locations at the embankment toe. The wells were emplaced in order to monitor the quality

of the ground water emanating from the landfill. A fourth well, #4, was emplaced adjacent to the landfill area. The well logs are summarized as follows:

#### WELL LOGS

##### Well #1

0.0 - 6.0 feet      Dark gray to light gray clay, occasional light brown clay, very plastic and dense.

##### Well #2

0.0 - 5.0 feet      Dark gray to light gray clay, very plastic and dense.

##### Well #3

0.0 - 7.5 feet      Dark gray to light gray clay, very plastic and dense.

7.5 - 8.0 feet      Coarse brown sand

##### Well #4

0.0 - 1.0 feet      Rusty-brown top soil and clay.

1.0 - 3.0 feet      Dark gray clay, plastic and dense.

3.0 - 5.0 feet      Light gray clay, plastic and dense.

5.0                  Hard material, no sample obtained.

In addition to the four recently-emplaced wells, the well at the landfill entrance building was sampled. A sample was also taken of the active leachate seep. Two other seep locations (surface seeps #1 and #2, Figure 2) were sampled in order to evaluate the quality of ground water emanating from the landfill. Additional samples were taken from Thoroughfare Creek (see Figure 2, stream samples #1 and #2) at points both upstream and downstream from the landfill in order to evaluate the impact, if any, of the landfill upon Thoroughfare Creek.

Water samples were taken on September 26 and October 10, 1979. All water sampling was conducted at low tide when the impact upon the water quality would be most evident. September 26 followed two days of substantial rainfall and samples taken then should be indicative of maximum pollutant generation from the landfill. Six-tenths of an inch of rain was recorded on the day preceding the second series of samples taken on October 10, 1979. An additional inch of rain fell on October 10 and, in fact, rain was falling heavily when the samples were being taken. Therefore, the second series of samples are representative of the response of the landfill to heavy precipitation and also represent a time of maximum leachate generation and potential environmental stress.

The results of the water quality analyses are summarized in Table 1. Several points should be noted when reviewing

TABLE 1. Water Quality Tests, Sample Locations

DATE	LOCATION	PARAMETER	WELL #1	WELL #2	WELL #3	WELL #4	ENTRANCE BUILDING WELL	LEACHATE SEEP	SURFACE SEEP #1	SURFACE SEEP #2	DARBY CREEK #1	DARBY CREEK #2
9/26/79	Field Field Field	Temp °C Field pH Field Specific Conductance	19.5 7.0  680	21.0 6.7  3300	20.0 6.2  730	21.0 7.2  1240	18.0 7.0  500	   6200				
9/26/79	Lab Lab Lab Lab Lab Lab	Chloride Lab pH Sulfate Iron Lab. Spec. Conductance COD	44 6.8 170 6 700 230	600 6.5 140 38 3020 570	130 6.05 16 31 750 300	36 5.8 50 43 1120 650	34 6.5 12 4.5 490 140					
10/10/79	Field	Field Specific Conductance	920	4000	780			4000	250	1270	380	190
10/10/79	Lab Lab Lab Lab Lab Lab	Chloride Lab pH Sulfate Iron Lab Spec. Conductance COD	34 6.5 80 1.3 630 950 A	350 7.2 16 690 B 2920 320	C	D		280 6.8 120 7.5 2700 400	12. 7.3 48 28.0 325 200	16 6.6 400 4.7 1240 97	16 6.8 28 6.0 200 38	12 6.5 16 6.0 160 57

- A The COD is unusually high and is believed to be unrepresentative of the ground water because of the presence of sediment in the sample.
- B The iron concentration is unusually high and is believed to be unrepresentative of the ground water because of the presence of sediment in the sample.
- C Well #3 was not sampled because there was no appreciable change in the specific conductance from that recorded on September 26, 1979.
- D Well #4 was not sampled since it was covered with surface runoff and was therefore not representative of the ground water.

the data. The results from Well #4 are not believed to be representative of the natural ground water. The quality of the sampled water is not indicative of unaffected ground water. Well #4 was located in the vicinity of filled lands which probably affects its water quality. A suitable site for a background well which would not be affected by the fill and would still be within the landfill vicinity could not be found.

Two results from the October 10 sampling are believed to be uncharacteristic of actual ground water quality. The COD recorded at Well #1 and the iron (Fe) concentration recorded at Well #2 were both unusually high. Both samples contained a significant quantity of suspended solids which is probably responsible for these two parameters showing unusually high results. A second sample was not taken at Wells #3 and #4. The specific conductance of Well #3 was almost identical to that recorded previously and, therefore, other parameters could be expected to have similarly consistent values. Well #4 was covered with surface runoff from heavy rains on the sampling date and, therefore, would not be representative of the ground water.

The water quality test results in Table 2 clearly demonstrate that the closed landfill absorbs significant quantities of rainwater. The October 10 results of the chloride, sulfate, iron and COD tests indicated significant dilution resulting from heavy rainfall.

The flow rate from the single active leachate seep, estimated on September 26 to be less than one-quarter gallon per minute, was measured on October 10 to be 3.2 gallons per minute. This represents an insignificant leachate discharge.

The sample taken from Well #2 on September 26 yielded a specific conductance of 3,300 umhos/cm. The leachate seeping from the embankment surface during a non-rainfall period had a specific conductance of 6,200 umhos/cm. This indicates that the subsurface leachate is significantly diluted by ground water which is further indicative of a small volume of leachate flow.

The two additional wells at the embankment toe had significantly better water quality than that recorded at Well #2. The parameter levels were substantially lower indicating the absence of additional subsurface leachate.

The leachate released by the only active seep is of relatively low strength. Table 2 compares the test results from the surface seep and Well #2 with those recorded by Hughes, Landon and Farvolden<sup>1</sup> in a study of solid waste disposal sites in northeastern Illinois. The results of the Illinois study delineate the quality of pure leachate of varying ages that is emitted from landfills.

The sample taken of the surface seep on October 10 was significantly diluted. However, comparison of the Illinois

TABLE 2. Comparison of Illinois Solid Waste Study and Folcroft Landfill

Substance	Landfills in Northeastern Illinois			Folcroft Landfill	
	3 year old Leachate	6 year old Leachate	17 year old Leachate	Surface Seep 10/10/79	Well #2 9/26/79
Chloride	1,697	1,330	135	280	600
pH	--	6.3	7.0	6.8	6.5
Sulfate	680	2	2	120	140
Iron	5,500	6.3	0.6	7.5	38
COD	39,680	8,000	40	400	570

and Folcroft sample results illustrates the low concentrations of leachate from the Folcroft landfill. The sample from Well #2 was diluted only by ground water and is of significantly better quality than the 3- and 6-year old leachate sampled in Illinois. The Folcroft leachate appears to have been decomposing for several years and will continue to decompose further with time.

Perhaps the most important finding is that samples taken from Thoroughfare Creek at points both upstream and downstream of the landfill illustrate that there is no appreciable impact upon the water quality from the landfill. Both samples were taken at low tide when the impact of the landfill would be most evident. Although the parameter values do increase slightly between the upstream and downstream points, the change is not appreciable and is, in fact, insignificant for some values. We can therefore conclude that the overall impact of the closed landfill upon Darby Creek is negligible.

## CONCLUSIONS

Environmental analyses demonstrate that the Folcroft Landfill is not causing any environmental problems. The closure procedure has provided an excellent earth cover over the refuse material. Vegetation has been established over most of the site though the establishment of complete vegetation on the eastern portion of the site has yet to be accomplished.

The site investigations and the water sampling program have found only an insignificant amount of leachate emanating from the site. The only active leachate seep was located on the eastern edge of the closed landfill. No additional leachate seeps were found at any point around the landfill perimeter. The water quality samples indicate an absence of toxic or chemical waste materials in the ground water. The quality of the water emanating from the closed landfill is indicative of general municipal refuse.

The closed landfill has no appreciable impact upon Thoroughfare Creek. The landfill is stable and, therefore, highly desirable for development. Almost no gas odor could be detected at the site. The closed landfill is not creating any environmental problems nor can any be anticipated in the future.

The Draft Environmental Assessment of the Tinicum National Environmental Center expresses concern that the closed landfill might continue to degrade the surrounding

marsh for several years, or even decades. This assertion was not supported by factual data and the environmental analysis conducted by SMC-MARTIN has found it to be invalid. The site has only a minimal impact on the surrounding marsh; this impact will decrease with time.

The draft report specified several alternatives for the abatement of pollution from the landfill: (1) moving the wastes to a different location or (2) sealing the wastes on the site and providing leachate treatment. SMC-MARTIN finds these suggestions unnecessary and unwarranted. The water quality testing program and the site observation clearly demonstrate that very little pollution is released from the closed landfill. The single source of leachate is very small and of low potency; collection or treatment would not be justified.

The Draft Master Plan expresses concern about the stability and settlement of the site. SMC-MARTIN found no evidence of any subsidence at the closed landfill; none is anticipated in the future since most of the expected settlement has already occurred. SMC-MARTIN finds that the environmental concerns expressed by the U.S. Fish and Wildlife Service are not applicable to the present reality at the Polcroft Landfill.

REFERENCE

1. Hydrogeology of Solid Waste Disposal Sites in Northeastern Illinois, G. M. Hughes, R. A. Landon, and R. N. Farvolden, U. S. Environmental Protection Agency, 1971.



A.W.  
**MARTIN ASSOCIATES, INC.**

900 W. VALLEY FORGE RD. • P.O. BOX 190 • KING OF PRUSSIA, PA. • 19406 • (215) 265-2700

December 13, 1979  
Ref: 5703--4

Mr. Wilbur Henderson  
777 Henderson Boulevard  
Folcroft, PA 19032

Subject: Folcroft Landfill: Response to Questions Raised  
by the U.S. Fish and Wildlife Service to SMC-  
MARTIN's Report, Environmental Evaluation of  
Folcroft Landfill, November, 1979

Dear Mr. Henderson:

We have reviewed the comments from the U.S. Department of the Interior, Fish and Wildlife Service included in undated review notes pertaining to the report from this office dated November 1979, the Environmental Evaluation of Folcroft Landfill. Our response to each of the comments from the Fish and Wildlife Service is included below. The Environmental Evaluation and the following responses are based on our expert qualifications in solid waste management described in our enclosed Experience Profile.

1. How much gas is "limited evidence?"  
Where and what tests were used?

The investigation into methane gas generation at the Folcroft landfill is explained in depth on Page 12 of the report.

2. Cover material is stated to be "well-drained sandy loam," yet the well logs indicated a plastic clay. Which is correct?

The cover material over the completed landfill is, in fact, a well-drained sandy loam. The landfill rises approximately 50 feet above the surrounding land and is sloped to encourage the runoff of rainfall. Runoff limits the amount of infiltration; its occurrence is evidenced by limited erosion in local areas of the landfill. Cover material of this nature will permit some rainwater infiltration and corresponding leachate

WH-0083



Mr. Wilbur Henderson

December 13, 1979

Ref: 5703--4

Page Two

generation. As noted on Page 17 of the report, this fact is evidenced by the increased flow rate from the leachate seep measured on October 10, 1979 after heavy rainfall. However, the water quality samples also clearly illustrate the leachate generated after rainfall is highly diluted and of relatively low strength.

The monitoring wells were placed along the landfill perimeter, just beyond the edge of the covered refuse, with the exception of Well #4. Therefore, the well logs reflect the plastic clay soils of the surrounding lowlands. We disagree with the statement that ground water and leachate will not migrate through clay and the suggestion that this renders the water quality data erroneous. Plastic clays are, in fact, permeable and will permit the transmission of ground water and leachate. Numerous research studies, including some performed by SMC-MARTIN, validate this conclusion.

### 3. Stability and Settlement

The type of inspection performed is of limited value since only rapid settlement can be detected by visual inspection. A series of settlement rods, placed at varying depths, will reveal the degree of settlement occurring.

Our visual inspection was intended only to detect evidence of cratering or subsidence. The fact that none was discovered in the cover that had been in place for two years is indicative of the general stability of the landfill. The majority of landfill settlement has been found to be greatest in the initial three years after filling and thereafter decreases to a minimal rate by the tenth year. Since filling of the Folcroft Landfill ceased in 1973, the initial rapid settlement has occurred, and very little settlement will occur in the future. Furthermore, the question of the stability and settlement of the landfill is an irrelevant issue because these factors would have no impact either on the intended use for the site by Wilbur C. Henderson: a pile-supported industrial park, or by the Fish and Wildlife Service: observation platform and boardwalk trails.

Mr. Wilbur Henderson

December 13, 1979

Ref: 5703--4

Page Three

4. What are infiltrometer tests and where are the results?

Double ring infiltrometer tests are performed to determine the rate and volume of water infiltration through a soil surface. Two steel concentric rings are driven into the ground. An equal depth of water is placed in each ring. The rate of infiltration within the inner ring is measured at equal time intervals while the water level in the outer ring is maintained at the original level. In this matter, infiltration is confined to the surface area within the inner ring.

## INFILTRMETER TEST RESULTS

Test No. 1		Test No. 2	
<u>Time</u> <u>(min)</u>	<u>Vol.</u> <u>(ml)</u>	<u>Test</u> <u>(min)</u>	<u>Vol.</u> <u>(ml)</u>
10	20	10	190
20	0	20	90
30	0	30	70
40	0	40	75

Test No. 3	
<u>Time</u> <u>(min)</u>	<u>Vol.</u> <u>(ml)</u>
10	30
20	10
30	10
40	15
50	20

The data from these tests can be utilized to determine a water balance of the landfill site. The water balance for the Folcroft Landfill is as follows:

Mr. Wilbur Henderson

December 13, 1979

Ref: 5703--4

Page Four

WATER BALANCE

Annual Precipitation, Philadelphia  
Airport, 1955 - 1975: 41.32 in.

Potential Evapotranspiration,  
Philadelphia Airport, 1950 - 1970: 36.58 in. (Free Water  
Surface)

Actual Evapotranspiration =  
 $36.58 \times 0.7 = 25.61$  in.

Total Available for Runoff and Recharge =  
Rainfall - Actual Evapotranspiration =  
 $41.32 - 25.61 = 15.71$  in.

Recharge ranges from 0.64 to 0.75 of Total Available  
Runoff.

Minimum Recharge

Maximum Recharge

$0.64 \times 15.71 = 10.1$  in.

$0.75 \times 15.71 = 11.8$  in.

$\frac{10.1}{12}$  in. x 35.2 Ac. x 0.326  
in./ft.

$\frac{11.8}{12}$  in. x 35.2 Ac. x 0.326  
in.

= 9.7 million gallons/year

= 11.3 million gallons/year

Average Recharge = 10.5 million gallons/year

If all of the 10.5 MGAL/YEAR were released via surface  
seeps, the average outflow rate would be 20 GAL/MIN. This  
outflow rate is a reasonable approximation of the total  
discharge from all surface seeps along the landfill perimeter.  
Therefore, all rainwater infiltrating the soil cover over  
the landfill is discharged via surface seeps. No water  
appears to flow from the subsurface of the landfill.

5. What tests were used to detect the  
presence of methane gas and where  
were they performed? What concen-  
trations were detected; and how  
does the writer conclude that most  
of this (methane gas) is produced  
by natural decompositions in the  
tidal marsh?

Mr. Wilbur Henderson

December 13, 1979

Ref: 5703--4

Page Five

The presence, or rather the non-presence, of methane gas at the closed landfill was detected by smell. Methane is odorless but always is produced in conjunction with mercaptins which have a very distinctive odor. Methane was detected by this method in only a few localized areas. The absence of any significant amounts of methane at the site would have made additional testing of little value.

Methane gas was also evident in the lowland adjacent to the toe of the fill. Methane and mercaptins are gas natural by-products of the decomposition of organic materials under anaerobic conditions in lowlands. Since it is detected where the fill abuts the lowlands, it is reasonable to assume that the methane is a result of the natural decomposition process.

#### 6. Water Quality

Specific conductance is not a measure of toxicity and provides very little meaningful data. The "stains" observed at leachate seeps should have been sampled and analyzed.

We strongly disagree with the comment that the specific conductance test provides very little meaningful data. It is our opinion, based on our experience with landfill leachate through much of the United States, that specific conductance is a general measure of ion concentration in water and is one of the best general indicators of pollutant levels in water.

An analysis of the leachate stains would be misleading and of little value. The stains are the residue which remain when the water in the leachate evaporates and are no longer representative of the leachate from the landfill. The leachate stains consist of high concentrations of some ions but do not contain other ions typical of leachate. Therefore, analysis of the stains would yield high pollutant concentrations not indicative of the quality of leachate emanating from the landfill. Furthermore, the stains consist of a very small amount of leachate. The high pollutant concentration of these stains would certainly not be representative of the entire Folcroft Landfill.

Mr. Wilbur Henderson

December 13, 1979

Ref: 5703--4

Page Six

7. The data on the wells is incomplete. We need to know the elevation of the well point and where in the well log each point is located. Also, was ground water encountered anywhere?

The elevation of each well point is not known. We did not determine the point elevations since this information is unimportant to this study and would contribute nothing useful to the purpose of this study. The bottom two feet of each well casing was slotted to allow good communication with the ground water. Ground water was encountered in each well and was strongly influenced by the tides. The ground-water levels rose and fell in conjunction with the tidal changes. Therefore, water samples taken from the wells during low tide represent the quality of water draining from the closed landfill.

8. The well data as presented is of little value. The background well (#4) data was discarded as being unrepresentative of unaffected ground water.

Well data for #1 and #2 were thrown out because they were high in iron and COD. Could it not be remotely possible that these pollutants are coming from the landfill?

The statement that all the pollutants emanating from the landfill are being diluted by rainfall only adds to our concern about leachate generation. Even though the concentrations are reduced, the pollutant loading remains constant and may possibly be increased by the rinsing action of the infiltrating rainwater.

Underground migration of pollutants was not addressed. We are concerned with possible underground springs or streams or any other means of transporting pollutants away from the landfill area.

Mr. Wilbur Henderson

December 13, 1979

Ref: 5703--4

Page Seven

The assertion of the Fish and Wildlife Service that the well data is of little value is incorrect. The data for Wells No. 1 and 2 is valid. In the samples taken on October 10, 1979, only the COD from Well No. 1 and the iron from Well No. 2 are unusual. The fact that elevated values were not found for any of the other tested parameters indicates that the two in question were subject to external influence. Therefore, we maintain that these two elevated values are attributable to the presence of sediment in the sample. The intended background well data (Well No. 4) was discarded since the results are not believed to be representative of the natural ground water.

It is our expert opinion that the elevated COD and iron in Samples 1 and 2, respectively, could not have resulted from landfill leachate. The two conservative parameters, chloride and sulfate, indicative of the presence of leachate, did not increase. Rather, these values decreased significantly when diluted with rainwater. Therefore, we confidently conclude that the two elevated test results are attributable to the sediment in the sample, not to leachate emanating from the landfill.

The test results obviously indicate that the landfill is responsive to precipitation. However, they also reveal that the higher volume of water emanating from the landfill after rainfall contains a significantly lower concentration of pollutants. The net result is a higher volume of much less polluted water. It is also our expert opinion that the pollutant loading will not increase with the rinsing action of the infiltrating rainwater. On the basis of the data and our experience, we believe that the pollutant loadings will continue to decrease with time as the refuse stabilizes with continued infiltration of rainwater.

The water budget analysis illustrates that all rainwater infiltrating the landfill cover can be accounted for as discharge from the surface seeps. Therefore, we can conclude that there is no subsurface discharge from the landfill.

9. The "insignificant" seep noted on 10 October of 3.2 GAL/MIN approximates 2,000,000 GAL/YEAR.

Mr. Wilbur Henderson

December 13, 1979

Ref: 5703--4

Page Eight

The two million gallon approximation is incorrect. The 3.2 GAL/MIN flow rate resulted from a heavy rainfall the previous day. This high flow rate is approximately thirteen times the flow rate during dry periods and cannot be projected to estimate the total yearly leachate generation. A more realistic yet conservative estimate of the leachate volume from the seep is approximately 800,000 GAL/YEAR. The approximate total flow volume in the receiving water, Thoroughfare Creek, is over 23 billion GAL/YEAR (USGS Data). Therefore, the leachate volume is approximately 0.0035 percent of the streamflow volume.

10. Comparisons with a landfill in Illinois, of which we know even less than of Folcroft, provides very little insight into the problem.

We strongly disagree with the conclusion that the data from the Illinois Landfill study provides very little insight into the problem. The report, Hydrogeology of Solid Waste Disposal Sites in Northeastern Illinois, exemplifies state-of-the-art landfill investigation. It is based upon the most extensive and best data base available. The report has received national recognition and has won awards.

11. Some pollution of Thoroughfare Creek was noted. How much and in what parameters is not stated. To say that there is no appreciable impact is to give credit to dilution, which is not acceptable. If a 3.2 GAL/MIN seep is mixed with a 20 CFS stream and pollutants are still found, there could be a serious problem back at the source.

The following test results were recorded in samples taken on October 10, 1979 at points up and downstream of the landfill:

Mr. Wilbur Henderson

December 13, 1979

Ref: 5703--4

Page Nine

<u>Parameter</u>	<u>Upstream (#2)</u>	<u>Downstream (#1)</u>
Chloride	12	16
pH	6.5	6.8
Sulfate	16	28
Iron	6.0	6.0
Specific Conductance	160	200
COD	57	38

We find the increased values to indicate a negligible impact on Thoroughfare Creek. The U. S. Public Health Service drinking water standards for chloride and sulfate concentrations are 250 ppm. The concentrations found in these samples were a small fraction of that permitted in drinking water and therefore the recorded increase would have no impact on the water quality. Furthermore, the recorded increase in chloride concentrations could possibly be attributed to the natural salinity gradient from the local tides. The pH variation represents an acidity reduction and an improvement of the water quality. The iron concentration did not change between the points up and downstream of the landfill. The California State Water Resources Control Board considers any water with a specific conductance less than 250 to be of excellent quality for irrigation. Therefore, the sample taken downstream of the landfill with a specific conductance of 200 is still high quality water and illustrates the negligible impact of the landfill on the creek. This increase could also have resulted from the natural salinity gradient. The COD actually decreased between the up and downstream points, further illustrating the negligible impact of the landfill.

Furthermore, we analyzed the effluent from the active leachate seep and found the discharge to be of low strength. The leachate has been subject to decomposition for several years and will continue to decompose further with time. Therefore, we cannot accept the assertion that there is a serious pollutant source at the landfill. Also, as mentioned above, the quantity of leachate is almost imperceptible in comparison with the flow volume in Thoroughfare Creek.

Mr. Wilbur Henderson

December 13, 1979

Ref: 5703--4

Page Ten

12. Conclusion.

"The water quality samples indicate an absence of toxic or chemical waste materials in the groundwater." A very careful choice of words - "an absence." The samples also indicate the presence of some pollutants. A significant number of pollutants (toxic or otherwise) were not tested for.

In summary, due to the lack of controlled, systematic, and thorough testing program, this report is of little value in establishing the condition of the Folcroft Landfill.

The water quality analysis clearly indicates that toxic or chemical waste materials are not present at the landfill. The test results were consistent with those expected from a landfill containing municipal refuse and building materials. The presence of toxic or chemical waste materials would have been clearly evident if the other parameters, particularly COD, sulfate and chloride, had been unusually high. However, further testing to isolate a toxic or chemical waste is unwarranted since all test results were indicative of non-industrial refuse. The parameters tested were the most mobile and those that might be expected to be elevated if, in fact, hazardous wastes were present at the landfill. The water quality tests clearly indicate that hazardous wastes are not to be found in the completed Folcroft Landfill.

A. W. MARTIN ASSOCIATES, INC.

Mr. Wilbur Henderson

December 13, 1979

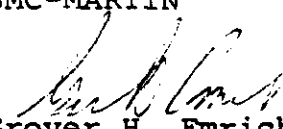
Ref: 5703--4

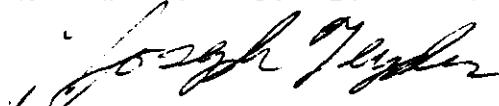
Page Eleven

These opinions are based upon extensive experience, data collection, data analyses, training and research projects (including those funded by U. S. EPA) performed throughout most of the continental United States and conducted by staff members of SMC-MARTIN. We include a summary of some of these projects and resumes of some of the staff members of SMC-MARTIN who have contributed to this report. We believe this establishes our knowledge and expertise in the field of solid waste management and the evaluation of the environmental impact of landfills.

Very truly yours,

SMC-MARTIN

  
Grover H. Emrich, Ph.D  
Executive Vice President

  
F. Joseph Feyder, P.E.

GHE/FJF/bf

Enclosures

WH-0093

10/10/10

1

c

REGISTERED MAIL



IN REPLY REFER TO

NAPOP-N

DEPARTMENT OF THE ARMY  
PHILADELPHIA DISTRICT, CORPS OF ENGINEERS  
CUSTOM HOUSE-2 D & CHESTNUT STREETS  
PHILADELPHIA, PENNSYLVANIA 19106

March 1970


Mr. Wilbur Henderson, Jr.  
545 Commerce Drive  
Yeadon, Pennsylvania

Dear Mr. Henderson:

This is in regard to dumping operations on your property at the Folcroft Landfill site in the vicinity of Darby and Thorofare Creeks, Pa.

Inspections by personnel of my office reveal that dumping operations at the subject site include placement of fill material beyond the mean high waterline at the site. Sections 10 and 13 of the River & Harbor Act of 3 March 1899 prohibit such operations in the waters of the United States. You are hereby directed, therefore, to immediately cease such dumping operations and inform me of your plans to remove from the waterway fill material placed beyond the mean high waterline at the site.

Sincerely yours,

  
JAMES A. JOHNSON  
Colonel, Corps of Engineers  
District Engineer

REGISTERED MAIL

WH-0096



IN REPLY REFER TO

NAPOP-N

REGISTERED MAIL

DEPARTMENT OF THE ARMY  
PHILADELPHIA DISTRICT, CORPS OF ENGINEERS  
CUSTOM HOUSE-2 D & CHESTNUT STREETS  
PHILADELPHIA, PENNSYLVANIA 19106

8 APR 1970

Mr. Wilbur Henderson, Jr.  
545 Commerce Drive  
Yeadon, Pennsylvania

Dear Mr. Henderson:

This is in regard to my letter to you of 18 March 1970 concerning the dumping operations on your property at the Folcroft Landfill site in the vicinity of Darby and Thorofare Creeks, Pa.

I have received no reply from you to date concerning your plans to remove from the waterway fill material placed beyond the mean high waterline at the site. In view of the seriousness of this situation in that the dumping operations beyond the mean high waterline are prohibited by the River and Harbor Act of 3 March 1899, it is important that you advise me of your intentions in this matter as soon as possible.

Sincerely yours,

  
JAMES A. JOHNSON  
Colonel, Corps of Engineers  
District Engineer

REGISTERED MAIL

BUY U. S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

WH-0097

**BOROUGH OF FOLCROFT**  
Delaware County, Pennsylvania  
**ORDINANCE NO. 452**

An Ordinance of the Borough of Folcroft, Delaware County, Pennsylvania, defining a sanitary landfill operation; prescribing the rules and regulations for application to operate said landfill and for the operation itself; providing for the creation of park areas; describing the permit fee; prescribing penalties for violation.

WHEREAS, the Council of the Borough of Folcroft is desirous of improving certain marshland in the borough in order to convert over to productive use and to recreational and park grounds; and

WHEREAS, it appears that such conversion can best be accomplished by properly regulated sanitary landfill:

NOW, THEREFORE, be it ENACTED and ORDAINED by the Council of the Borough of Folcroft, Delaware County, Pennsylvania, that:

**SECTION 1. Definitions:**

(a) **ACTIVE SURFACE.** That portion of a private landfill upon or in which refuse is being deposited or has been deposited within the previous 48 hours.

(b) **INACTIVE SURFACE.** That portion of a landfill upon or in which refuse has not been deposited within the previous 48 hours.

(c) **SANITARY LANDFILL.** A type of refuse disposal in which refuse is so handled at the disposal site by depositing, compacting and covering as to avoid occurrence or creation of fire, smoke, odor, rodent or anthropod harborage and breeding or general nuisance conditions.

(d) **COVER MATERIAL.** Material of an inert nature such as earth, loam, clay, sand, gravel, ashes, cinders or combinations of such materials which, with proper depth and compaction, will not be dispersed by the wind, will confine odors, will prevent ready access to deposited refuse by rodents or anthropods, will prevent migration of fly larvae, and will prevent nuisances or fire hazards.

**SECTION 2:** No individual, association of individuals, partnership or corporation shall operate or permit the operation of a landfill unless he has obtained a permit to do so from the Secretary of the Borough of Folcroft. The cost of such permit shall be \$866.67 per month, to be paid in advance monthly installments of \$866.67, in order to defray the necessary expense for the Borough of supervising the operation of a landfill. No licensee shall conduct dumping operations on a landfill at hours other than between 7:00 A.M. and 6:00 P.M. Said hours will be on a standard time or Eastern daylight saving time, whichever is prevailing at the time, unless he shall secure from the Borough Secretary a permit to operate between the hours of 6:00 P.M. to Midnight, for which he shall pay an additional weekly fee in advance in the amount of \$100.00, nor shall such licensee operate the landfill between Midnight and 7:00 a.m. at any time, prevailing time to prevail; provided, however, that a licensee may, for a period of two hours after the closing time for dumping operations as hereinbefore provided, conduct covering operations to cover up the day's dumping pursuant to the provisions hereof. A licensee need not secure in advance the permit for dumping at hours later than 6:00 P.M., but shall be liable for the fee for a full week, if, on any day thereof he, in fact, dumps after such closing time and shall secure the appropriate overtime permit, and pay the fee therefore, from the Borough Secretary within twenty-four hours of such dumping. Borough Council may, in its discretion, prohibit any further overtime dumping by any such licensee and, in such case, shall direct the Secretary to issue no further overtime permits to such licensee. If

the Permittee complies with all requirements of this Ordinance, his permit shall be renewed annually so long as a site for operation is available.

**SECTION 3:** Before the issuance of any permit by the Borough Secretary, the applicant must submit to the Borough Council, and obtain the approval thereof, a detailed engineering plan and report which shall contain at least the following:

- (a) Complete boundary of property to be landfilled.
- (b) Contours every 2 feet—present and as proposed on completion.
- (c) Type of soil.
- (d) A plan showing that there will be continuous drainage to a tidal stream.
- (e) Direction of prevailing winds. This must be established from the Weather Bureau reports covering the period of one year prior to plan date. This data shall be attached as a typewritten tabulation accompanying the plan.
- (f) The point at which operation is expected to start and directions in which it will progress.
- (g) Cross-section showing depth of trench to be used and side from which dumping will occur. If area or ramp method is used, a diagram must show the progression in the area to be covered.
- (h) Height of side slope of completed fill and cross-section sand gravel ditch surrounding fill.
- (i) A separate plan showing what roads will be used by trucks hauling to and from the site.

**SECTION 4:** In addition to the plan and report as set forth in SECTION 3 hereinabove, applicant shall also submit the following data:

- (a) List of type of equipment anticipated to be used.
- (b) List of standby equipment that will be kept at the site to prevent delay of covering because of breakdowns or peak loads.
- (c) Complete data on frequency and weight of various axle loadings expected on public streets or roads leading to the site. If present roads are not of sufficient thickness to carry these loadings over the period of time of operation of landfill, a plan shall be submitted showing what improvements are proposed to these roads by the private owner prior to starting the operation and after operation is completed.
- (d) Method of dust control proposed in addition to water spraying.
- (e) The maintenance program proposed after landfill operation is completed. The Borough must be assured of prompt repair of cracks, depressions and erosions of side slopes as well as the surface.
- (f) Number of water pumps and fire fighting equipment to be maintained on the location.

**SECTION 5:** Upon the approval of the plans and data required in SECTIONS 3 and 4 hereinabove, Borough Council shall authorize the Secretary to issue a permit to the applicant after payment of the permit fee and after applicant has entered into a written agreement with the Borough regulating the conduct of the landfill operation and has lodged with the Borough Council a Performance Bond in the amount of Twenty-five Thousand (\$25,000.00) Dollars. Said Bond shall be submitted for approval to the Borough Solicitor. Said Bond shall be for the compliance with all the terms of the Ordinance.

**SECTION 6.** Upon compliance with all of the requirements, set forth hereinabove, applicant must then proceed to operate the landfill. Applicant must operate said landfill in strict accordance with the plans and data approved by the Borough Council and shall also comply with the following rules and regulations for the actual operation itself:

- (a) Exposed refuse must be completely covered as soon as possible and both the surface and the face of the fill must be covered with a minimum of twelve inches (12")

of cover material at the end of each day to make a closed cell of each day's deposit. In addition, surfaces shall be compacted and completely covered with cover material to a minimum firmly compacted depth of twelve inches (12"). Finished surfaced shall be left covered with at least twelve inches (12") of cover material and twelve inches (12") of clean earth, on the surface, and suitable for the growth of vegetation.

(b) Waste building material, concrete or other bulky refuse must be buried deep in the fill to destroy rat harborage.

(c) Sufficient movable snow fence must be maintained to control blowing paper and to keep residents off the access roads within the area of the landfill operation.

(d) Surface water pools that develop must be drained, filled and treated to prevent mosquito production and odors.

(e) No refuse shall be permitted to float into open water.

(f) Closed or covered body trucks only will be permitted to haul to the landfill, except when hauling stones, concrete and building materials. If Borough Council so directs, trucks must be inspected every three months by the Department of Health and the Police Department and a sticker indicating approval affixed thereto.

(g) Dumping of refuse must be terminated by 6:00 P.M. each day, except as extended pursuant to SECTION 2 hereof. Cover operations may continue during a period of two hours subsequent to the closing time for dumping. All earth cover must be in place and properly compacted before the end of each working day. Work at the site may not commence before 7:00 A.M. No operation will be permitted on Sundays.

(h) No scavengers or pickers will be permitted.

(i) No wearing apparel, bedding or other refuse from any place where a highly infectious or contagious disease has prevailed, nor any explosive substance, no poison aside from those necessary to combat insects and rodents, no offals or fecal matter and no garbage may be deposited in the landfill.

(j) No radioactive materials, acids or caustics may be deposited in the landfill.

(k) All large and bulky materials, such as automobile bodies and other refuse of that nature, shall have special preparation to reduce their bulk prior to deposit in the landfill.

(l) The landfill operator shall have and maintain complete rodent and anthropod control by use of extermination processes, and furnish receipt of exterminator evidencing service to operator.

(m) No fires shall be permitted on the landfill operation and dumped materials shall be kept wet.

(n) Access of landfill trucks to and from the landfill site, whether operated by the landfill licensee or by others, shall be regulated and restricted to certain roads to be indicated by Council in each instance with a view to the elimination of use of Borough streets for such purpose to the greatest extent possible.

(o) Borough Council may, in its discretion, require the operator of any landfill to post a watchman or watchmen to enforce compliance with this Ordinance and landfill regulations. If Borough Council so requires, it will be done at operator's expense.

(p) The landfill operator must produce to the Borough Solicitor for his approval, proof of sufficient Workmen's Compensation and Liability insurance policies.

(q) There should be no storage or accumulation of salvage material on the premises.

(r) In the event that licensee or permittee fails to comply with the aforesaid regulations and rules in accordance with the terms of this ordinance, the Mayor of the Borough, after written notice to the licensee or permittee of the specific complaint, cause any or all such conditions to be corrected; and

any and all costs and expenses which may be incurred by the Borough shall be paid by the permittee to the Borough, within thirty (30) days after demand.

(s) A permittee or licensee shall during the period of permit maintain an office in or near the Borough, and any notice of complaint of the Borough, or any of its Boards or Officials, may be served on the permittee or licensee by delivering same at its office during the usual business hours or by mailing the same by United States Certified Mail addressed to the permittee or licensee at said office.

**SECTION 7.** Prior to the issuance of any landfill permit by the Borough Secretary hereunder, Borough Council may require the applicant to enter into a written agreement with the Borough to set apart a designated portion of the land to be reclaimed for the creation of a park or recreational area for the Borough and to be dedicated by the landfill operator as such, and, in any event, the reclamation of any land, as the result of landfill operations hereunder, shall obligate either the operator of the landfill or the owner or owners of the land or both of them upon written demand of the Borough Council, to grant and convey to the Borough for park and recreational purposes not exceeding 5% of the total area of the land so reclaimed and this requirement shall be considered a part of the agreement for the operation of the landfill whether or not it is specifically included therein.

**SECTION 8.** Council shall appoint one or more inspectors as it deems necessary for the enforcement of this Ordinance. Said inspector or inspectors will be special police officers sworn in by the Mayor and directly responsible to the Mayor for the enforcement of the Ordinance.

**SECTION 9.** That within thirty (30) days after the written request by the Borough, the permittee or licensee will pay all fees and expenses, of whatsoever nature, which said Borough, its agent or employees, may incur in connection with the subject matter of this Ordinance. The said Borough is to be the sole judge as to what constitutes costs, fees and expenses incurred in connection with the subject matter of this Ordinance.

**SECTION 10.** Any person or persons, partnerships or corporation, who shall violate any provision of this ordinance shall upon conviction thereof before the Mayor or any Justice of the Peace of the Borough of Folcroft, Delaware County, Pennsylvania, be subject to a fine of not less than \$25.00, nor more than \$100.00 and, in default of same, commitment to the County Jail for a period not exceeding thirty (30) days. Each day of violation shall be considered a separate offense. It is further provided that, upon conviction before the above, the license and/or permit to operate is automatically suspended.

**SECTION 11.** Any licensee hereunder who shall violate any portion of this Ordinance and whose license and/or permit is suspended until such violation shall have ceased or been corrected, Borough Council shall then determine whether the license and/or permit shall be reinstated or permanently revoked.

**SECTION 12.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

ENACTED and ORDAINED this 31st day of October, 1962.

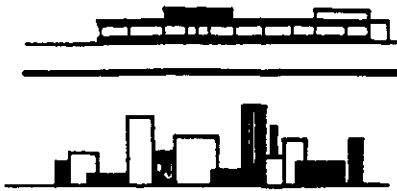
THE BOROUGH OF FOLCROFT  
by E. LEWIS MEADOWCROFT  
President of Council

ATTEST:  
WALTER E. COX  
Secretary

WH-0095

APPROVED by me this 31st day of October, 1962.

HUGH McVICKER  
Mayor



Wilbur C.

HENDERSON & Son Inc.

*industrial & commercial developers*

545 Commerce Drive, Yeadon, Pa.

MAdison 2 1100

SHerwood 8 3020

December 18, 1962

Department of Streets  
925 City Hall Annex  
Philadelphia, Pennsylvania

Attention: Mr. Abraham Michaels  
Deputy Commissioner

Re: Folcroft Area Landfill.

Dear Mr. Michaels:

The enclosed ordinance is the one we discussed at our meeting on Tuesday morning.

I await any comments regarding this ordinance which you might have.

As soon as I have had a chance to acquaint myself with the city Contractural Agreement, I will be in the position to discuss this further with you.

Very truly yours,

WILBUR C. HENDERSON & SON, INC.

Wilbur C. Henderson

WCH:lea

Enclosure

0

/

Telephone: MAdison 2-1100

WILBUR C.

**HENDERSON**

& SON, INC.

*Industrial and Commercial Builders*

545 COMMERCE DRIVE

YEADON INDUSTRIAL PARK

YEADON, PA.

*July 1, 1961*

*To: Land Fill Corporation*

*Received \$50.00 Payment for  
July, 1961 Check # 329*

*Wilbur C. Henderson*

Telephone: MAdison 2-1100

WILBUR C.

**HENDERSON**

& SON, INC.

*Industrial and Commercial Builders*

545 COMMERCE DRIVE

YEADON INDUSTRIAL PARK

YEADON, PA.

*June 1, 1961*

*To - Landfill Corporation*

*Received \$500.00 payment for June, 1961*

*check # 376*

*W. C. Henderson*

Telephone: MAdison 2-1100

WILBUR C

**HENDERSON**

& SON, INC.

*Industrial and Commercial Builders*

545 COMMERCE DRIVE

YEADON INDUSTRIAL PARK

YEADON, PA.

*May 1, 1961*

*To - Land fill b.p. of Kemmer.*

*Received \$500.00 payment for May 1961*

*check # 239*

*Wilbur C. Henderson*

**LANDFILL CORPORATION**  
**OF**  
**PENNSYLVANIA, INC.**

777 ROBINHOOD RD.  
ROSEMONT, PENNA.

June 20, 1961

Mr. Wilbur C. Henderson  
545 Commerce Drive  
Yeadon, Penna.

Re: Lease Agreement

Dear Mr. Henderson:

We are enclosing herewith copy of lease reference ground in the borough of Folcroft being marshland and South of Thoroughfare Creek having an entrance over Magazine Lane in the County of Delaware, State of Pennsylvania. Attached to said lease is a description of the ground made by Damon and Foster, Registered Civil Engineers and Surveyors, also map showing location of said ground, both being a part of the lease.

Will you please sign the survey and the map. Also, please have your name witnessed where you had signed same on the lease.

Very truly yours,

LANDFILL CORPORATION  
OF PENNSYLVANIA, INC.

  
GUSTAVE D. MYLISH  
Secretary

GDM:bab

CHARLES J. HEPBURN, JR.  
ATTORNEY AT LAW

COUNTY BUILDING  
MEDIA, DELAWARE COUNTY, PA.  
LOWELL 6-6810

June 7, 1961

C  
O  
P  
Y

Mr. Robert R. Buckley, President,  
Landfill Corporation of Pennsylvania, Inc.,  
777 Robinhood Road,  
Rosemont, Pa.

Dear Mr. Buckley:

The Folcroft Borough Council have turned over to me your letter of May 31st relating to the application for a permit to conduct a sanitary landfill on the property of Mr. Wilbur C. Henderson on Calcon Hook Road adjacent to the incinerator. They have also given me the letters on the same subject from Mr. Henderson.

Council has instructed me to write to you advising you that they will need considerably more information in order to give proper consideration to your request.

Will you therefore please give me a detailed statement as to the nature of the operation, the type of fill to be used ( if it includes incinerated refuse from the incinerator, please specify exactly what its nature and condition will be) and generally anything else showing how the sanitary landfill is proposed to be conducted and controlled.

After I have this information and have had an opportunity to discuss the matter with council, we will then be in a better position to decide whether or not this activity is permitted by our Borough ordinances.

Sincerely yours,

*Charles J. Hepburn, Jr.*

CJH:Z

Charles J. Hepburn, Jr.

WH-0102

WILBUR C.

& SON, INC.

# Industrial and Commercial Builders

545 COMMERCE DRIVE

YEADON INDUSTRIAL PARK

YEADON, PA.

May 31, 1961

Folcroft Borough Council  
Folcroft  
Pennsylvania

Gentlemen:

We hereby make application for a temporary permit for land fill for the following specific purpose:

That permission be granted for the Delaware County Incinerator plant #2 (Folcroft plant) to deposit incinerator material from their plant on our ground.

If permission is granted, the Incinerator Authority would like to start the operation on or about June 1, 1961.

Very truly yours,

WILBUR C. HENDERSON & SON, INC.

  
Wilbur C. Henderson

WCH:lea

WILBUR C.



& SON, INC.

## *Industrial and Commercial Builders*

545 COMMERCE DRIVE

YEADON INDUSTRIAL PARK

YEADON, PA.

May 31, 1961

Folcroft Borough Council  
Folcroft  
Pennsylvania

RE: Folcroft Marshland

Gentlemen:

C  
O  
P  
Y  
We have entered into a lease agreement with the Land Fill Corporation of Pennsylvania granting them the right to carry out a land fill program for the rehabilitations of that portion of Folcroft Marshland we own.

Under the terms of the lease a permit must be provided by the Borough before this rehabilitation work can go forward.

We therefore make application for a land fill permit with the understanding that we will pay all fees required for the permit and that we will abide by all regulations.

Very truly yours,

WILBUR C. HENDERSON & SON, INC.

Wilbur C. Henderson

WCH:lea

CL.  
WILBUR C.

**HENDERSON**

**& SON, INC.**

*Industrial and Commercial Builders*

545 COMMERCE DRIVE

YEADON INDUSTRIAL PARK

YEADON, PA.

April 18, 1961

Delaware County Incinerator Authority  
Court House  
Media, Pennsylvania

Attention: Mr. E. B. Fox, Jr.

Dear Mr. Fox:

C  
O  
P  
Y  
Permission has been granted to Andrew Augustine, Sr.  
and the Land Fill Corporation of Pennsylvania, to use the Marshland  
area of Polcroft, adjacent to the Delaware County Incinerator for  
a land fill operation in accordance with the terms set forth in the  
lease agreement between the above parties and Wilbur C. Henderson.

Very truly yours,

WILBUR C. HENDERSON & SON, INC.

*Wilbur C. Henderson*

Wilbur C. Henderson

WCH:lea

**LANDFILL CORPORATION**  
**OF**  
**PENNSYLVANIA, INC.**

777 ROBINHOOD RD.  
ROSEMONT, PENNA.

June 29, 1961

Mr. Wilbur C. Henderson  
545 Commerce Drive  
Yeadon, Penna.

Dear Mr. Henderson:

We are enclosing herewith our check in the amount of \$50.00 in payment of July rental, as per lease agreement.

Please forward us a receipted invoice for same.

Very truly yours,

LANDFILL CORPORATION  
OF PENNSYLVANIA, INC.



GUSTAVE D. MILISH  
Secretary

GDM:bab

November 9, 1961

Felcroft Borough Council  
Felcroft  
Pennsylvania

Re: Landfill Standards.

Gentlemen:

At the last special meeting of Council, there was a request for further information concerning "Cover Material" to be used as a part of the landfill.

As owners of the landfill, we are satisfied to have the landfill operator use incinerator residue and any earth material for cover of the area being filled, provided that the material is used in accordance with state approved standards.

Very truly yours,

WILBUR C. HENDERSON & SON, INC.

Wilbur C. Henderson

WCH:lca

**November 9, 1961**

**Folcroft Borough Council  
Folcroft  
Pennsylvania**

**Re: Use of land for Landfill Operation.**

**Gentlemen:**

**We would like to make application for the necessary zoning change to permit a landfill usage in the Marshland area of Folcroft as shown in the attached plans and descriptions.**

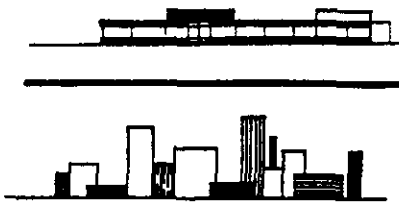
**Very truly yours,**

**WILBUR C. HENDERSON & SON, INC.**

**Wilbur C. Henderson**

**WCH:lea**

**Enclosures**



Wilbur C.

HENDERSON & Son Inc.

*industrial & commercial developers*

545 Commerce Drive, Yeadon, Pa.

MAdison 2 1100

SHerwood 8 3020

January 28, 1963

The Landfill Corporation of Pennsylvania, Inc.  
777 Robinhood Road  
Rosemont, Pennsylvania

Gentlemen:

This is to notify you, in accordance with provisions of Article 24 of the lease dated May 1, 1961, between Wilbur C. Henderson, as lessor, and your company as lessee, that the lessor exercises its right to terminate the lease on May 1, 1963.

At that time you will be required to deliver to me possession of the premises described in the said lease.

Very truly yours,

WILBUR C. HENDERSON AND SON INC.

Wilbur C. Henderson

WCH:mas

*copy to Bob Buckley*

**LANDFILL CORPORATION**  
**OF**  
**PENNSYLVANIA, INC.**

**777 ROBINHOOD RD.**  
**ROSEMONT, PENNA.**

APR - 8 1963

April 5, 1963

Mr. Wilbur C. Henderson  
545 Commerce Drive  
Yeadon, Pa.

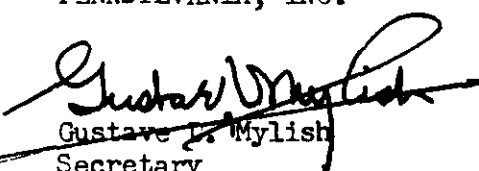
Dear Sir:

Enclosed please find our check in the amount of \$50.00, for rent as per agreement up to and including May 1, 1963.

We would appreciate your forwarding to us a formal receipt.

Very truly yours,

LANDFILL CORPORATION OF  
PENNSYLVANIA, INC.

  
Gustave D. Mylish  
Secretary

GDM/s  
Enc.



Wilbur C.

HENDERSON & Son Inc.

*industrial & commercial developers*

545 Commerce Drive, Yeadon, Pa.

MAdison 2 1100

SHerwood 8 3020

April 12, 1963

Landfill Corporation of Pennsylvania, Inc.  
777 Robinhood Road  
Rosemont, Pennsylvania

Attention: Mr. Gustave D. Mylish  
Secretary

Re: Check #823, Dated: 4/5/63  
Payable to: Wilbur C. Henderson.

Dear Mr. Gustave:

Because of an error in the language of the check received for April rent I am enclosing it herewith for correction. Please make it read for the lease period ending May 1, 1963 instead of May 3, 1963. The notice of termination which I recently sent to you requires you to vacate the premises on or before May 1, 1963 rather than May 3, 1963. I am sure that the error is a mere accident but in order to keep the records straight I should like to have it corrected.

Very truly yours,

WILBUR C. HENDERSON & SON, INC.

Wilbur C. Henderson

WCH:lea

Enclosure

*Wilbur I thought you would appreciate  
this copy Benue*

May 24, 1963

MAY 27 1963

Buckley & Co  
1317 S. Juniper St  
Phila, Penna

ATT: Mr John Buckley:

Dear Sir:

Folcroft Landfill Corp, Calcon Hook Road is now open for business.

Our prices for material are as follows:

10 Wheel dump trucks of solid fill	\$2.00
10 Wheel dump trucks of lumber and or rubbish	\$10.00
Dump trailers with solid fill	\$4.00
Dump trailers with lumber and or Rubbish	\$20.00

Mr Nichol and I both feel that your appearances before the Officials of Folcroft contributed greatly to the cause of sanitary landfill in Folcroft.

To show our appreciation for your efforts, we will discount any invoices to your company by 25% and hope this will in a very small way help to repay you for your time and effort.

Enclosed are copies of a directional map showing the entrance to Folcroft Landfill Corp.

Very truly yours

EDWARD P. MULLEN  
Manager

Encl. Directional Maps

EPM/noe

WH-0112



Wilbur C.

**HENDERSON & Son Inc.**

*industrial & commercial developers*

545 Commerce Drive, Yeadon, Pa.

*MAdison 2 1100*

*SHerwood 8 3020*

**July 1, 1963**

**Tri-County Hauling Co.  
58th. & Schuylkill River  
Philadelphia, Pennsylvania**

**Attention: Mr. Bernard McNichol**

**Dear Bernie:**

Here is a copy of the letter that I sent to Mr. Fox of  
the Incinerator Authority.

Sincerely,

**WILBUR C. HENDERSON & SON, INC.**

**Wilbur C. Henderson**

**WCH:lea**

**Enclosure**

*With  
final full lease*

March 30, 1964

Borough of Folcroft,  
Folcroft, Pa.

ATT: Mr. Michael DiCroce  
President of Council

Gentlemen:

We are taking over the hauling of ashes from  
Delaware County Incinerator.

The County has been hauling these ashes for  
the past five years from 8:00 AM to 12:00 Midnight.

We will haul these ashes on the same basis  
as the County has been hauling them, i.e., from 8:00  
AM to 8:00 PM we will haul and spread them; from 8:00  
PM to 11:00 PM we will stockpile the material for  
temporary cover. Our bulldozer will not run after  
8:00 PM, and there will be no rubbish dumped after 6:00 PM.

We have undertaken this contract at a figure  
which is well below our cost to show our appreciation  
for the wonderful cooperation we have had from the  
people in Delaware County.

Very truly yours,

Edward P. Mullen  
Secretary

EPM/mm

EPA REGION III  
SUPERFUND DOCUMENT MANAGEMENT SYSTEM

DOC ID # 395700  
PAGE #           

**IMAGERY COVER SHEET**  
**UNSCANNABLE ITEM**

Contact the CERCLA Records Center to view this document.

SITE NAME	<u>Lower Darby Creek</u>
OPERABLE UNIT	<u>00</u>
SECTION/BOX/FOLDER	<u>2C- 7- 2,005</u>

REPORT OR DOCUMENT TITLE	<u>104 E Response -</u> <u>Henderson Wilbur</u>
DATE OF DOCUMENT	<u>Oct. 15, 01</u>
DESCRIPTION OF IMAGERY	<u>Topographic map</u>
NUMBER AND TYPE OF IMAGERY ITEM(S)	<u>1 oversized map</u>